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The Solicitors' Journal.

LONDON, FEBRUARY 20, 1869.

ALL THE QUESTIONS as to the legal construction of Stock Exchange contracts are by no means concluded by the recent decisions in the cases against Messrs. Bristow. Several cases involving points more or less similar have recently been before the Court of Exchequer, in which it has appeared that the doctrines of those leading cases, as they may be called, lead to considerable difficulty when applied under rather different circumstances. A pamphlet has also been published by Mr. J. J. Aston, of the Middle Temple, pointing out, as we ourselves have already done, many objections to the dicta in *Grissell* v. *Bristow* and *Coles* v. *Bristow*. The writer's opinion evidently is that those decisions are wrong, an opinion in which we cannot entirely coincide, although doubtless much that was said by the judges is open to grave objection. The writer bases his opinion very much upon questions relating to the payment of the price. Now, as to that, it seems to us that the practice may be both reasonable and unobjectionable in law even if the arrangements made as to the manner of the payment of the price and the persons who are to pay it do not agree entirely with what is provided as to the performance of the contract in other respects. As long as each person concerned gets all the money he is entitled to, it makes very little difference from whom he gets it, and this may well be decided by pure convenience. No doubt the Court, in *Grissell* v. *Bristow*, did not quite accurately state the custom, but we think the inaccuracy is really an immaterial one. Mr. Aston, however, points out one consideration which had escaped us, but which seems of the greatest importance, with reference to the point in which we have already taken exception to the judgment. That is, that if it is to be held that the seller ought to make inquiries before accepting a name given him as that of the transferee, it is equally important for each person through whose hand the ticket passes to make the same inquiries. Because it is agreed on all hands that if ultimately the transferee is rejected, and rightly rejected, by the transferor, then each party throughout the chain is liable upon his contract to the party with whom he contracted. Now, although it may be barely possible for the seller to make inquiries, it is manifestly impossible for intermediate parties, who have to hand on the ticket on the same day they receive it, to do so.

This certainly is a strong reason for holding that when a person transfers to another whose name is given him he does so by direction of his immediate purchaser as a performance of his contract with him, and not as contracting or performing any contract of his own with the transferee.

WE POINTED OUT, some time since, what was the theoretical justification of holding a candidate responsible to the extent of the loss of his seat for the unauthorised as well as the authorised acts of his agents. It is somewhat remarkable that a legal contemporary last week, in commenting *apropos* of the decision at Westbury, of which it disapproved, upon the law as laid down by the judges, totally ignores the 36th section of the Act of 1854. That section incapacitates a member guilty of corrupt practices by himself *or* his agents. Now, obviously the corrupt practices of agents there referred to are practices unauthorised, in fact, and beyond the scope of the authority, because otherwise there would be no distinction between the two cases. The case of a candidate who authorises another to give a voter £10 in order to vote for him is identical in law, as well as in common sense, with the case of a candidate who gives the £10 with his own hand. Such cases as these would amount to personal bribery, and would entail on the candidates in question the penalties imposed on that offence by the 43rd section of the Act of 1868. That the minor penalty (incapacity for sitting for the same place in the same Parliament), imposed by the 36th section of the Act of 1854, upon bribery by agents as distinguished from personal bribery, was intentionally preserved by the Legislature is shown by the 46th section of the Act of 1868, which (almost unnecessarily, considering the general provisions of the Act), provides that the report of a judge shall have the same effect as regards that 36th section as the declaration of an Election Committee. Notwithstanding the attention which has been paid of late to election law, these penalties for bribery seem very little understood. Thus the *Times* on Thursday devoted its first leading article mainly to the disparity of the present punishment for bribery and undue influence. It was there stated that "any candidate found guilty of bribery—including under this phrase connivance, or consent—is incapable of being elected or of sitting in the House of Commons for seven years. Any candidate found guilty of undue influence is liable only to a penalty of £50." Now, this description of the penalties is, to say the least of it, incomplete, and the word "only" is distinctly incorrect. There is doubtless some disparity in the penalties imposed on the two offences, but it is not nearly so great as would be inferred from the statement in the *Times*. The penalties imposed upon candidates, agents, voters, and "any persons" for the various election offences vary very considerably, and it would take too much space to enumerate them all, but those which relate to candidates may be shortly given.

A candidate who bribes with his own hand, who authorises an agent to bribe, or who knows of and consents to the commission of bribery, is, if he be prosecuted criminally, liable to imprisonment for two years and to fine of an indefinite amount at the discretion of the judge trying the indictment. He is also liable, if sued by an informer in a penal action, to a penalty of £100 with full costs. He is also, by the report of the judge trying an election petition, and without any further proceeding, disqualified for sitting in Parliament for *any* place for seven years—that is, practically, two Parliaments, at least, and during the same time from holding any judicial or municipal office, or being registered as a voter. A candidate whose agents are guilty of bribery without his authority, or even against his instructions, is incapacitated for sitting in Parliament for the place for which he was a candidate during the continuance of the same Parliament, but he is himself subject to no other penalty.

A candidate who himself commits, or authorises his agents to commit, and probably also who connives at the commission, of any act which comes within the definition of undue influence, is liable upon a criminal prosecution to the same punishment as for bribery, that is, imprisonment for two years, and fine at discretion. If sued by an informer he is only liable to a penalty of £50 as against £100 in the case of bribery. He suffers no further Parliamentary incapacity in consequence of the undue influence being committed personally, and not merely by his agents, but in either case he is subject to the minor incapacity of not sitting for the same place in the same Parliament. A candidate personally guilty of treating is subject to no criminal prosecution, but if sued by an informer is subject to a penalty of £50 with full costs, and if guilty either personally or by

his agents, is subject to the same minor incapacity of sitting for the same place in the same Parliament.

The law of election agency has received further elucidation during the past week from Mr. Justice Blackburn, at Staleybridge, and Mr. Justice Willes, at Tamworth. None of the judges appear to have had any doubt as to the question of unauthorised acts of agents being sufficient to disqualify, or even as to the further proposition laid down by Mr. Justice Willes in the Windsor case that an *authorised* canvasser (not a canvasser simply, as he is sometimes erroneously supposed to have said) was an agent in the sense meant. The difficulty felt in practice, which has been alluded to by all the election judges in turn, is as to how he must be authorised. Where the man whose acts are impugned derives such authority as he has directly from the candidate—as, for instance, where, as at Norwich, he is found personally assisting the candidate in canvassing, and, therefore, obviously employed in obtaining votes to the knowledge and with the assent of the candidate—no difficulty arises. The same was the case at Westbury, where it sufficiently appeared that the candidate had availed himself of the services of Mr. Harrop in soliciting the votes of his workmen, and had thus made himself responsible for the manner of the solicitation, although they may be taken to have been unauthorised, and against his wishes. The only difficulty in these cases is whether non-repudiation by the candidate of voluntary assistance is sufficient evidence of authority. That probably must always depend upon the particular circumstances of the case.

Far oftener, however, the corrupt acts are done by persons who, if agents at all, are subordinate agents, not deriving their authority, if any, from the candidate himself, but from other agents. In this case the question must be judged by the ordinary law of agency, and the point will be whether it is within the authority of the agent appointing to appoint subordinate agents. The well known maxim *Delegatus non potest delegare* of course applies to a certain extent, but that maxim is often misapplied, its real meaning being very limited. It simply means that a man who is authorised personally to do particular acts cannot authorise another to do those acts for him. In the majority of cases for which an agent is appointed, the acts he has to do are such that their nature shows he is not expected to do them himself, and then he has implied authority to get proper persons to perform such parts of his duty. All this is well illustrated by Mr. Justice Blackburn's judgment at Staleybridge. He points out that where, as at Bewdley, the candidate hands over to an agent large sums of money to be disbursed in forwarding the election, retaining no control over him, and giving him no directions as to his conduct, except generally to avoid corrupt practices, it is obviously within the scope of such a person's authority to employ subordinate agents to assist him, and that the subordinates authorised by him will be agents for whose conduct the candidate will be responsible.

At Tamworth the principal agency questions which arose were, first, whether the connection between the two members petitioned against made the agents of the one the agents of the other; and, secondly, whether the land agent of Sir Robert Peel could be considered the agent of either member. These eventually proved rather questions of fact than of law, but still Mr. Justice Willes' judgment is likely to be valuable for future cases. As regards the latter question, it would have been much more important than it was if the conduct of the agent had been proved to have been what the petitioner alleged. That, however, was, in the opinion of the judge, disproved, so that there really was nothing to bring home to the candidates any knowledge that the land agent was taking any active part in the election. Whatever may be the effect, as proof of authority, of mere non-repudiation of the services of an ordinary volunteer, we can have no doubt whatever that where the volunteer is in a position peculiarly influential, and at the same time, in an electioneering sense, peculiarly dangerous, such as that of a land agent of a large proprietor, and it becomes known to the candidate or his general election managers, if he has any, that that person is canvassing and making himself active in promoting the candidate's election, his authority to do so must be at once repudiated, or else the candidate will become liable for his acts.

The Greenock case has terminated in the election being declared valid. Few questions of law arose as to the corrupt practices alleged, which were trifling in their character, or as to agency. The judge, however, decided a point which has not been raised in England, that any error on the part of the returning officer, as to the arrangement of the polling-places or the like, will not invalidate the election, unless perhaps it were shown in any way seriously to affect the result.

SOME ATTENTION has been aroused by a letter to the *Times*, complaining that a girl of fourteen was recently taken from an orphan school and imprisoned for debt. A letter from the solicitors, which we print, puts rather a different complexion on the matter, by stating that the execution was issued for contempt in non-payment of costs which the defendant had been ordered by Blackburn, J., to pay in consideration of her having made in an affidavit, in an action of ejectment, statements which, in the judge's opinion, she must have known to be groundless. It is also stated that the plaintiff's solicitors were unaware that the girl was an infant, an application for information having been refused by the school authorities.

VARIATION OF WRITTEN CONTRACTS BY VERBAL EVIDENCE.

No. I.

Evidence of a verbal prior or contemporaneous agreement, is not admissible to vary the terms of a written contract. When a contract is reduced into writing, it is presumed that the writing contains all the terms of the agreement between the parties, and although the written instrument does not contain the real agreement, still it must, in contemplation of law, be taken to contain it as furnishing better evidence than can be given verbally (*Woollam* v. *Hearn*, 7 Ves. 211).

There are few rules of evidence more clearly established, or more often referred to, than this, and yet there are many cases in which written contracts may be varied by verbal evidence of what took place before or at the time the contract was written. The various reported cases which have established these exceptions have been decided at different times by different courts, and frequently under very different circumstances, and it is not surprising that there is some difficulty in reconciling all these decisions, or in bringing them under intelligible principles. It will be the object of this and the succeeding articles to arrange these exceptions, and to see if they may not be systematically classed under certain fixed rules, which, when once understood, are easily applied to new cases as they arise, however the facts of each particular case may differ from those of any other.

The reason of the rule on which we are commenting is stated in a well-known passage from Coke. He says, "it would be inconvenient that matters in writing, made by advice, and on consideration, and which finally import the certain truth of the agreement of the parties, should be controlled by averment of the parties, to be proved by the uncertain testimony of slippery memory" (*Countess of Rutland's case*, 5 Co. Rep. 26a).

The rule generally applies as much to writings under seal as to simple contracts, and there appears to be no good reason for recognising any difference in this respect between the two kinds of instruments. Occasionally, how-

ever, there is some distinction between the evidence which may be given respecting the two classes of writings. Where the same rules do not apply to both we shall notice the difference that actually exists. Such difference is, however, the exception and not the rule. In the older cases no doubt a deed is always treated as being something of a peculiarly solemn nature and a simple contract as a matter of little importance, and it would not be difficult to find expressions of the older judges which might seem to justify the opinion that evidence which would not be allowed to vary a deed might yet be admissible to vary a writing not under seal. The tendency of the Courts at the present day is to apply the same rules of evidence to both classes of instruments, and we may, for the purposes of these articles, consider the law to be in this respect settled.

The rule (subject to a few exceptions based on the nature of equitable jurisdiction, which we shall notice hereafter) is followed by the courts of equity in the same way as by the courts of law (Sugden's V. & P. 14th ed. 159; *Meres* v. *Ansell*, 3 Wils. 275).

To begin with it will be necessary to understand clearly what is the rule which we are about to discuss. The rule is, we believe, accurately stated in the first two sentences of this article and it has been judicially laid down in the following terms (*Goss* v. *Lord Nugent*, 5 B. & Ad., at pp. 64, 65):—"By the general rules of the common law, if there be a contract which has been reduced into writing, verbal evidence is not allowed to be given of what passed between the parties either before the written instrument was made or during the time that it was in a state of preparation, so as to add to or substract from or in any manner to vary or qualify the written contract." Where, therefore, a purchaser by auction of some timber signed the following written contract:—"I agree to become the purchaser of lot the first at £700, and agree to fulfil the conditions of sale"—evidence of a verbal warranty that the timber was a certain weight was not admitted (*Powell* v. *Edmunds*, 12 East, 6). The rule must, however, be understood as subject to these qualifications, first, it only applies where the writing professes on its face to be a complete contract, *i.e.*, the whole contract agreed upon between the parties. Secondly, verbal evidence is always admissible to prove the identity of the parties and the subject-matter of the contract.

A promissory note cannot (subject to the exceptions we shall have to notice hereafter) be varied by verbal evidence so as to show that the real agreement was different from the written one, because a promissory note professes on its face to contain a complete contract. Therefore, when a promissory note is made payable upon demand, evidence of a verbal agreement made at the time that it should not be payable until a certain event happened, is not admissible (*Mosely* v. *Harford*, 10 B. & C. 729).

If a contract is made which is partly in writing and partly verbal, and the writing does not, on its face, purport to be a complete contract, verbal evidence is admissible to supplement the writing. Where, therefore, a defendant ordered goods by letter not signed, and the plaintiff sent the goods with an invoice, and no mention was made in either writing of the time at which the price of the goods was to be paid, it was held that evidence was admissible to prove a verbal agreement before the order was sent that the goods should be supplied on credit (*Lockett* v. *Nicklin*, 2 Ex. 93). The ground of the decision was that "the documents in question are not a contract, but are writings out of which, with other things, a contract is to be made."

Extrinsic evidence to prove the identity of the persons and things mentioned in a writing is always admissible. In one sense it is always necessary to travel out of a written contract to ascertain that certain given persons or things are the persons or things therein named. This cannot appear from the writing itself without the aid of extrinsic evidence. For instance, if an agreement for a sale by A. to B. of a horse named and described were reduced into writing, in an action on the agreement by A. against B. it would be necessary, however full and complete the writing might be, to show by extrinsic evidence that the plaintiff in the action was the person referred to in the writing as A., and that the defendant was B., and it might also be necessary in addition to identify some particular horse with the horse mentioned in the contract. "Speaking philosophically, you must always look beyond the instrument itself to some extent in order to ascertain who is meant; for instance, you must look to names and places. There may, indeed, be no difficulty in ascertaining who is meant where a person who has five or six names, and some of them unusual ones, is described in full, while, on the other hand, a devise simply to John Smith would necessarily create some uncertainty" (*Clayton* v. *Nugent*, 13 M. & W. 200). Such evidence is only to ascertain what is included in the description contained in the writing. So also "when there is a devise of the estate purchased by A., or of the farm in the occupation of B., nobody can tell what is given till it is shown by extrinsic evidence what estate it was that was purchased of A., or what farm was in the occupation of B" (*Sandford* v. *Raikes*, 1 Mer. 653). This principle is of universal application to all writings, but it has been most often discussed in cases where there has been some description which may comprehend any one of several persons or things; as in the case before suggested of a devise to A. B., where there are several of that name. In such a case extrinsic verbal evidence is usually necessary to ascertain which A. B. is meant. Evidence of this kind is, however, never allowed to contradict the writing. Therefore, in the case just mentioned verbal evidence would not be admissible to show that by A. B. the testator meant C. D. Or that on a grant of Blackacre, the grantor meant Whiteacre. If there is a clear mistake in an instrument *inter vivos*, it may be rectified in equity, and verbal evidence may be given of the true intention of the parties, but until such rectification verbal evidence is excluded. We shall deal with this equitable rule hereafter.

Under this head the rule about patent and latent ambiguities may be comprehended. An instance of a patent ambiguity occurs where a blank is left in an instrument. Extrinsic evidence is not admissible to explain patent ambiguities such as this. If land be devised to John Smith, there is what is sometimes called a latent ambiguity, and extrinsic evidence is, as we have seen, always admissible to show who is meant by the terms John Smith. The word "ambiguity" does not well express the idea that there is a doubt as to what a particular word or phrase means, unless its meaning is clearly restricted to one of two different things, and indeed the entire rule as to patent and latent ambiguities is retained in textbooks and repeated in judgments rather out of respect to its author, Lord Bacon, than to any merit of its own. It is of but little assistance in ascertaining the legal rules for the construction of writings, and we may dismiss it without further notice.

The maxim *falsa demonstratio non nocet* must also be noticed. The application of this maxim of construction has sometimes caused some difficulty, and some cases and *dicta* seem to have gone very far in admitting evidence under this maxim in order to show to what the contract really applies. The true meaning of this maxim is "that if there be a description with adequate certainty of what was meant to pass, an erroneous addition will not vitiate it. The characteristic of cases within the rule is that the description so far as it is false applies to no subject at all, and so far as it is true applies to one only" (*Morrell* v. *Fisher*, 4 Ex. 591). If the description be right and proper to designate a particular subject-matter, verbal evidence cannot be admitted to directly contradict such description (*Webber* v. *Stanley*, 12 W. R. 833).

RECENT DECISIONS.

EQUITY.

SOLICITOR'S CHARGE FOR COSTS ON PROPERTY RECOVERED OR PRESERVED.

Scholefield v. *Lockwood*, M. R., 17 W. R. 184, L. R. 7 Eq. 83.

The decision of the House of Lords in *Shaw* v. *Neale*, 6 W. R. 635, that a solicitor has no lien for his costs on real estate recovered by him for his client, although he may have a lien on the title deeds while they are in his custody, disturbed the notion that a solicitor has an inherent equity to have his costs paid out of property recovered through his instrumentality, but probably led to the enactment of section 27 of the recent "Act to Amend the Laws relating to Attorneys, Solicitors, Proctors, and Certificated Conveyancers" (23 & 24 Vict. c. 27), whereby the Courts are empowered to charge the property recovered with the taxed costs, charges, and expenses of or in reference to the suit, matter, or proceeding in which the property was recovered or preserved—the words "recovered or preserved" implying that the solicitor of a defendant who successfully resists a claim is entitled to the same charge for his costs as the solicitor of a plaintiff who succeeds in establishing a claim. This right of the solicitor is one which cannot be displaced by any dealings of the client with the property recovered or preserved, or even by a stop-order which another creditor has obtained prior to the declaration of the solicitor's charge: *Haymes* v. *Cooper*, 12 W. R. 539. The Court of Queen's Bench soon decided that the charge extends only to the particular property to recover or preserve which the costs were incurred (*Ex parte Thompson*, 3 L. T. N. S. 317), as, indeed, the language of the section would seem plainly to imply; so that where the bill of costs includes other business the charge will be declared as to so much of the bill only as relates to the property subject to the charge. The Act has received a liberal construction, as, being a remedial Act, it should. Thus, it has been held that the right to a declaration exists, irrespective of the client's interest in the property, and although it turns out that the client has not and never had an interest in it: *Barley* v. *Birchall*, 2 H. & M. 371. And where a country solicitor's costs had been ordered to be paid out of a fund in Court, his London agent's costs of the cause were declared to be a charge on the fund to the extent of, and so far displacing, the country solicitor's charge: *Tardrew* v. *Howell*, 10 W. R. 32. In *Bonser* v. *Bradshaw*, 9 W. R. 229, Vice-Chancellor Stuart is represented as considering that the section only applies to a solicitor's claim for costs against the property of an adult client. The suit of *Bonser* v. *Bradshaw* was instituted on behalf of an infant by his next friend, for the recovery of an estate, and a decree with costs was made in his favour. The defendants being insolvent, the plaintiff by his next friend petitioned that his costs might be raised out of the estate, a fund in court produced by the sale of part of the estate to a railway company being applied towards satisfying the costs, and the remainder made a charge on the estate. This the Vice-Chancellor declined to do, but left the question open to be decided on the plaintiff coming of age. A year afterwards, however, the solicitor renewed the application *ex parte* before the Lords Justices (10 W. R. 481), who declined to entertain it, on the ground that the solicitor's interest being distinct from the plaintiff's, it was proper that both sides should be before the Court; Lord Justice Turner at the same time expressing a doubt whether the solicitor could under the circumstances be said to have been "employed by" the infant within the meaning of the Act. Two years afterwards, however, Vice-Chancellor Stuart made the order (4 Giff. 260). *Watson* v. *Round*, 12 W. R. 402, referred to in the argument, was a case where a solicitor had obtained for his client a decree in a foreclosure suit; and it was held that he was entitled to a declaration of a charge on the estate foreclosed, as "property recovered" within the meaning of the section. This brings us to the recent decision in *Scholefield* v. *Lockwood*, where the client was defendant in a foreclosure suit, and the usual decree had been made. As the Master of the Rolls put it, the property could not be said in strictness to be "preserved" until the redemption money named in the decree was paid; yet looking at the decision in *Bailey* v. *Birchall* (*ubi. sup.*) and the general intention of the Act, that a solicitor should not be deprived of his lien in these matters where there has been a good deal of work done, his Lordship felt himself able to make the declaration as prayed.

[See Morgan, Chancery Acts and Orders, p. 30.]

SALE OF REAL ESTATE BEFORE DECREE.

Heath v. *Fisher*, V.C.M., 17 W. R. 69.

The rule that a sale of real estate was not ordered before the hearing of the suit which had been instituted with reference to it, as was the old practice, was modified by the Chancery Amendment Act, 15 & 16 Vict. c. 86, s. 55, which enables the Court to direct a sale before the hearing, where it appears necessary or expedient for the purposes of the suit. The obtaining a decision, however, on some contested point at issue in the cause seems not to be one of such purposes, as, according to Lord Romilly, M.R., the section was intended only to apply to those cases in which, for the protection of the property or some other cause, it is necessary to come to the Court; but not to enable a party in a contested suit, and upon an interlocutory application before the hearing, to obtain a decision upon the main question at issue in it: *Prince* v. *Cooper*, 16 Beav. 546. So far, then, as the rights of the parties *inter se* are concerned, no order for sale will be made, at all events until the hearing; but for the purposes of the suit, meaning thereby for the protection or benefit of the subject-matter of the suit, a sale may be directed upon motion at any moment after bill filed: *Tulloch* v. *Tulloch*, L. R. 3 Eq. 574; even, it seems, before the defendant has appeared, as in the present case. Thus, in *Tulloch* v. *Tulloch* the order for sale was made on motion before the hearing, because the estate, which was a freehold house in Bayswater, was unoccupied and unproductive, and deteriorating in value; and in the present case, because a sale was necessary in order to prevent a total loss of the partnership business. The Court has jurisdiction to wind up partnerships when they cannot be carried on at a profit (*Jennings* v. *Baddeley*, 3 K. J. 78), and a consequential jurisdiction, as it seems, to sell the partnership property, as a means of winding-up, where the business is embarrassed and daily growing worse: *Bailey* v. *Ford*, 13 Sim. 495.

These cases relate to the existence of the jurisdiction, and not to the period of its exercise; which, as we have already seen, may now be at the earliest possible moment after bill filed, provided a sale would be for the protection or benefit of the estate—*i.e.*, would save it from deterioration or total loss; but such a sale, if made, must be made irrespective of the conflicting rights of parties to the suit, the decision as to which must in all cases be reserved for the hearing.

ADVANCES FOR OUTFIT AND PASSAGE-MONEY—JUDICIAL ADVICE.

Re Long's Settlement, V.C.M., 17 W. R. 218.

Trustees of settlements, with a discretionary power of advancing the children of the marriage, who entertain any doubts as to the propriety, from a legal point of view, of the advances they are desired to make in exercise of the power, will, as a general rule, since the 22 & 23 Vict. c. 35, was passed, apply for the advice of the Court under section 30 of the Act, in order to obtain judicial sanction for adopting the course which they think reasonable. The present case is an instance of an application made under this section, and we notice it only to call the attention of trustees to it, who must often be placed in similar circumstances. The settlement,

as will appear by a reference to the report of the case, was quite of an every-day nature, and about £5,000 was laid on the trusts of it. Residence in a warmer climate being considered essential for the wife and the three surviving children of the marriage, it was determined to send them to New Zealand, and application was made to the trustees to raise out of the presumptive shares of the three children what would suffice to pay their own and their parents' outfit and passage money to that colony; and a further sum was asked for out of the presumptive share of the eldest son, aged seventeen, to be applied in the purchase and stocking of a farm there. The trustees, who were willing to accede to the application, applied for judicial advice under the Act above referred to, and the Vice-Chancellor sanctioned the proposed advances for outfit and passage money, reserving, until the youth should be older, the question as to the purchase and stocking of the farm. But his Honour declined to allow the residue of the settled fund to be transferred to local trustees to be by them invested in real securities, on the ground that trustees in New Zealand are as much out of the jurisdiction as foreign trustees; the Court, as is well known, refusing to appoint foreign trustees, who are beyond the jurisdiction; and gave the costs out of the fund.

DEEDS OF ARRANGEMENT—DEBTOR'S LIABILITY IN RESPECT OF UNCALLED CAPITAL.

Re Pickering, L.J., 17 W. R. 38.

When a debtor is executing a deed under section 192 of the Bankruptcy Act, 1861, besides obtaining the requisite consents in number and value, which he must do before registration (*Re Nuttall*, 16 W. R. 588) he must, as a condition of its validity against non-executing creditors, insert in his schedule every liability to which he is subject. He may put what value on each item he thinks proper, and his estimate will *primâ facie* be taken as correct; but he omits at his peril to notice any liability, even where it amounts to next to nothing, and the fact that he claims a set-off to a greater amount than the liability does not justify him in omitting it.

The debtor in this case held shares in a company on which a call had been made, and was not yet due, while a large part of the capital remained uncalled. He had entered the company in his schedule as creditor for the pending call, but had omitted to estimate his liability to them in respect of the uncalled capital. Bearing in mind that uncalled capital is in the nature of a debt due by the members to the company, and that the estimated value of any member's proportion of it is proveable against his estate by the liquidator in the event of his bankruptcy (Companies Act, 1862, s. 75), his duty was precisely the same as that of the liquidator in the above event — namely, to estimate the value of his liability to future calls, and insert the company in his schedule as creditors for the amount thus ascertained. Had he done so the scale would have been turned, as sufficient assets in point of value would not have been obtained to make the deed, binding on dissentient creditors; and a dissentient creditor accordingly obtained leave to issue execution in spite of the deed. Had the scale not been turned by the insertion of this liability, we presume that the deed might still have been impugned in bankruptcy, on the ground stated early in the judgment of Wood, L.J., that the creditor would only be bound by the deed in the event of the debtor having stated all his debts; though the mere omission of a debt is not, it would seem, a ground upon which alone a court of equity will hold a deed invalid if the requirements of the bankruptcy law have been complied with and the deed has been registered: *Ex parte King*, L. R. 4 Eq. 566.

The debtor had a claim on the company of a far larger amount than the sums uncalled on his shares. This he claimed subsequently to registration to set off against the liability on his shares. But he was not thereby exempted from inserting the liability in his list of indebtedness. Had he made out the claim, indeed, his right to set it off would not have been controverted (*Re Duckworth*, 15 W. R. 853); but the existence of a question between debtor and creditor which may result in the former substantiating a claim, even for an amount in excess of the latter's demand, cannot affect the question between the debtor and dissentient creditors, whose right to issue execution is interfered with by the execution and registration of the deed.

COMMON LAW.

LIBEL—PRIVILEGE—PUBLICATION OF DEBATE IN PARLIAMENT.

Wason v. *Walter*, 17 W. R. Q. B., 169.

The history of the law of libel affords the best possible illustration of the way in which English law has gradually grown up, and has been moulded under the hands of different judges so as to be to some extent in harmony with the varying views and ideas of the different phases of civilization through which this country has passed. The vast mass of legal rules which determine the relation in which citizens stand towards one another, and the civil liability for the infringement of rights arising out of that relation depends for the most part upon law made by judges, and not upon any legislation. The meaning of this is, of course, that the law has been made case by case as questions have arisen for judicial decision, and its progress can thus be traced step by step until it has arrived at its present state.

The bulk of the law is so great that it is difficult to detect this process that it has undergone unless we restrict our observation to some single branch of law, and the law of libel is particularly adapted for this purpose. From its nature it is somewhat isolated from the rest of the law, as it is necessarily governed by principles peculiar to itself, and in the successive changes it has undergone, it reflects more clearly than any other branch of law the difference of opinion between one age and another.

The case of *Wason* v. *Walter* shows very well what we mean. The main question for decision there was whether a faithful report in a public newspaper of a debate in either House of Parliament containing matter disparaging an individual is actionable. There was a further question as to the right of a newspaper to comment in an article upon such debate. The whole subject is reviewed in an elaborate judgment by Cockburn, C.J., in which the other members of the Court of Queen's Bench concurred. It is difficult to conceive any question of greater general interest, and curiously enough this is the first case in which this point has received a direct judicial decision; although there are *dicta* bearing upon the point to be found amongst the reported cases. The decision of the Court was that a faithful report in a public newspaper of a debate in Parliament, although disparaging to an individual is not actionable,—first, because "the presumption of malice" (which is the gist of every action for libel) "is negatived by the fact that the publication has in view the instruction and advantage of the public, and has no particular reference to the party concerned." Secondly, because "it is of paramount public and national importance that the proceedings of the Houses of Parliament shall be communicated to the public, who have the deepest interest in knowing what passes within their walls, seeing that on what is there said and done, the welfare of the community depends." It followed from this that articles commenting upon such a debate were in the same way privileged if the result of the article is "what a jury may deem under the circumstances of the case a fair and legitimate criticism on the conduct and motives of the party who is the object of censure."

There can be little doubt that if this case had arisen for decision in the 18th, instead of the 19th century, a directly opposite conclusion would have been arrived at. That such a change in the law as this has really taken

place is shown by the growth of the privilege accorded to fair reports of proceedings in courts of justice. The decision in *Wason* v. *Walter* is based upon the principles "on which the exemption from legal consequences is extended to the publication of the proceedings of courts of justice," and the judgment contains a complete exposition of the law on this subject, which is there declared to be applicable to the publication of reports of debates in Parliament. It points out that the right to publish the proceedings in courts of justice is of modern growth, and that until lately the sanction of the judges was thought necessary, even for the publication of the points of law decided by the Courts.

The judgment seems also to extend the law on this subject one step further than has yet been done. Hitherto it has been supposed that there was or might be a distinction between the reports of *ex parte* proceedings in courts, and those in which both sides appeared. Cockburn, C.J., says, "an action or an indictment founded on a report of an *ex parte* proceeding is unheard of, and if any such action or indictment should be brought it would probably be held that the true criterion of the privilege is not whether the report was *ex parte* or not, but whether it was a fair and honest report of what had taken place, published simply with a view to the information of the public, and innocent of all intention to do injury to the reputation of the party affected." This sentence practically decides that *ex parte* proceedings may be published in the same way as other proceedings in courts.

Finally, the Court say that the same limitations are applicable to the right of publication of debates as of proceedings of courts. If the report is not fair, or detached portions only are published, the privilege does not apply, as the reason for the privilege then no longer exists, and the "judgment in no way interferes with the decisions that the publication of a single speech for the purpose or with the effect of injuring an individual will be unlawful."

BANKRUPTCY ACT, 1861 (24 & 25 VICT. C. 134), S. 192—EQUITABLE PLEA.

Wright v. *Jelly*, Ex., 17 W. R. 164.

It was long ago held in *Clarke* v. *Williams* (13 W. R. 294), and in other cases that a deed under section 192 of the Bankruptcy Act, 1861, and in the form given in schedule D to that Act, is not a good legal plea to an action for a debt comprised in the deed, although the deed is in all respects binding and valid. The remedy is to apply to the Court of Bankruptcy for relief. Of course if the deed contains a release it may then be pleaded in bar of the action, as any release may be pleaded at common law.

In *Jelly* v. *Wright*, a valid deed under section 192 of the Bankruptcy Act, 1861, in the form given in schedule D, was pleaded to a debt as an *equitable plea* to a debt comprised in the deed. It was held that this was no more a defence on equitable, than it would have been on legal, grounds. The case does not call for any comment, and may be dismissed with the mere notice of the decision.

BILL OF EXCHANGE—DISCHARGE OF ACCEPTOR—RIGHTS OF INDORSEE WHO HAS PAID BILL.

Woodward v. *Pell*, Q.B., 17 W. R. 117.

There is probably no class of instruments which has given rise to so many difficult legal questions as bills of exchange. This is the necessary result of the complex nature of these contracts. There are always two, and often three, parties to bills at their inception, *i.e.*, the drawer and the drawee, who, on acceptance, becomes the acceptor, and the payee, who sometimes is, and sometimes is not, the same person as the drawer. In addition to these parties there are, or may be, indorsees, to the possible number of whom there is no limit. Each one of these parties to a bill has distinct rights and liabilities against and towards all the other parties, and a bill thus contains not a single contract, but a collection of single contracts, which may differ more or less from one another. The nature of these different contracts is often expressed by saying that the acceptor is the principal debtor, and the indorsers are sureties to the holder for the due payment of the bill at maturity by the acceptor. If an indorser has to pay on non-payment by an acceptor, such indorser then becomes holder in his turn, and has a right to sue all indorsers of the bill prior to himself.

In *Woodward* v. *Pell* a question arose as to the effect upon an acceptor's liability of an arrest under a *ca. sa.* in an action by an indorsee of the bill, and his subsequent discharge from arrest. The holder of the bill, on non-payment by Pell, the acceptor, sued the acceptor (the defendant in *Woodward* v. *Pell*), and also sued an indorser, and recovered judgment against the acceptor. The holder then issued a *ca. sa.* against the acceptor, but before the writ was executed the indorser paid the amount of the bill to the holder. Subsequently the acceptor was arrested on the *ca. sa.*, but was discharged almost immediately. After this the indorser paid the holder the costs of the action against himself, and then got possession of the bill, which he indorsed over to the plaintiffs in *Woodward* v. *Pell*, who then commenced an action against Pell, the acceptor, who had already been arrested for non-payment of the bill in the former action.

On these facts it was contended by Pell that his arrest and discharge relieved him from any further liability upon the bill. The Court decided, however, that he still remained liable, as the indorser, who had paid the bill in the first action, acquired by such payment a right to the bill, and that right could not be affected by any subsequent acts of other persons.

The argument for the defence was founded upon the peculiar nature of an arrest under a *ca. sa.*, which prevents the creditor issuing it from afterwards proceeding by any other mode of execution for the recovery of his debt. In one case it was expressly laid down that "taking the defendant in execution is the same as if the defendant had paid the debt and costs" (*Beard* v. *M'Carthy*, 9 Dowl. 136). If this were an accurate statement of the law, the defendant's contention in *Woodward* v. *Pell* would have been successful, but *Beard* v. *M'Carthy* has been overruled by *Thompson* v. *Parish* (7 W. R. 210), where the true rule was declared to be "that taking a debtor in execution under a *ca. sa.* is not an actual satisfaction, but only an election binding upon the creditor to proceed by that means; therefore the creditor, having made his election to proceed by writ of *ca. sa.*, is bound by his election, and has that remedy only," but the arrest and discharge does not amount to an absolute satisfaction of the debt and costs. This case was clearly in the plaintiff's favour, but the Court rested their decision rather upon the ground we have already mentioned. They were of opinion that "by payment of the amount of the bill the indorser had at once a vested right to the bill," which could not be divested by any subsequent act of the holders, and that the indorser was thus entitled to indorse the bill again to the plaintiffs, who thereby obtained a right to sue upon it.

CONSTRUCTION—INCORPORATION OF DOCUMENT.

Crane v. *Powell*, C.P., 17 W. R. 161.

When a particular class of contracts are required by law to be in writing, it is not necessary that the whole of the writing should be contained in one piece of paper, nor, if on several pieces of paper, that the pieces should be in any way physically annexed. It is sufficient if from one portion of the writing it can be gathered that the other portion or portions are intended to be read therewith as one contract. Where one writing thus incorporates another, verbal evidence is always admissible to show which is the writing so incorporated, just in the same way as verbal evidence may always be given to establish the identity of the subject-matter of any contract.

If there is no reference in one writing to the other, verbal evidence is never admitted to show that the two writings, in fact, were intended to form one contract where such contract must be in writing: *Boydell* v. *Drummond* (11 East. 142). The rule laid down in that case has never since been overthrown, but the Courts are always anxious to prevent the intention of the parties from being frustrated by their ignorance of a legal rule. The result of this feeling is, that almost any reference, however remote, in one writing to another writing is held sufficient to join the two so as to form one written contract.

Crane v. *Powell* shows how far this principle is carried. It was necessary to prove that there was a written contract of employment between the plaintiff and the defendant. There was a contract in writing respecting the terms of the plaintiff's employment, between the defendant and A., and when the arrangement was completed between them, the plaintiff, after hearing the written arrangement read over, accepted the employment on the agreed terms, and signed a paper which contained an agreement by the plaintiff to make certain payments to A., and also contained the words "having accepted employment," and "our employer." As a matter of fact the word "employment" did refer to the employment obtained by A. for the plaintiff, and the defendant was meant by "our employer." It was held that the words "employment" and "employer" under the circumstances sufficiently related to the writing between A. and the defendant to incorporate it with the paper signed by the plaintiff, and so to make a written contract between the plaintiff and the defendant. This decision goes very far. There was no direct reference to any other document, but only to an employment which was regulated by another document, and yet this reference was held sufficient.

This case is an illustration of the way in which the rule in *Boydell* v. *Drummond* has been construed, but it does not cast any doubt on the existence of the rule which was first clearly established in that case, and Willes, J., in his judgment expressly guards himself from the supposition that he intends to overthrow the authority of the case.

REVIEWS.

Crime Considered, in a Letter to the Right Hon. W. E. Gladstone, from HENRY TAYLOR, D.C.L. London: Hamilton, Adams, & Co.

It is often instructive to obtain an opinion from some one wholly unassisted by experience. When some evil or some proposed remedy has been long agitated and canvassed by those who are professionally acquainted with the existing system, it is well to hear how the subject presents itself to some one coming from a wholly different atmosphere.

Mr. Henry Taylor has been for many years recognised as an author whose works on social and moral subjects have shown a very considerable power of expressing what he happens to be thinking. We have, therefore, some interest in learning what he thinks about this of late much agitated topic, crime and criminals. The first thing that strikes him is with reference to a public prosecutor, and it seems to him very odd that after a very protracted inquiry by a select committee of the Commons, in which an immense mass of material and evidence was brought together—after the opinions of such men as Lord Brougham, Lord Campbell, Sir A. E. Cockburn, Mr. Austin, and a host of others had been obtained, and found to point unanimously in one direction, and "a certainty having thus been arrived at as to what ought to be done, there was an end of the matter, and nothing was done." Mr. Taylor thinks that this points to a capital defect in our system of government. He is not far wrong here. Our legislation is now too desultory. A separation of the political and legal functions of the Lord Chancellor, such as that recommended by ourselves (*supra* 109), would leave the supreme legal minister at leisure and at liberty, assisted by a proper departmental staff, to superintend an efficient department of legal reform. Until some change of this kind is made, it cannot be anticipated but that our legal reforms will be desultory and therefore inadequate, and will possess, also, the inevitable disadvantages of spasmodic movement.

Next in importance to the establishment of a public prosecution system comes, in Mr. Taylor's view, the improvement of the summary jurisdictions. As to this topic, we can hardly endorse the opinion which Mr. Taylor seems to entertain, that the administration of justice by the metropolitan police magistrates "is, for the most part, wanting in spirit, moral sense, and judicial discrimination." Faults there are, no doubt, but they scarcely reach this. Mr. Taylor thinks the cause may lie in overwork, and a certain callousness or moral indifference to crime, engendered by a daily and hourly conversancy with it. He proposes, with some diffidence, several remedies. 1. Appoint more magistrates. 2. Devise some system of joint civil and criminal jurisdiction, so as "to avoid the employment of any paid magistrate wholly and exclusively in the exercise of criminal jurisdiction"—*e.g.*, "could not the county court judges take a portion of the police business and the paid police magistrates a portion of the present business of the county courts?" 3. Introduce to the summary jurisdiction a system of *minimum* punishments.

The first and third of these suggestions may be well, though the necessity for the first is not proved. The necessity for a higher standard of unpaid magistrates *is* amply proved, by the way. The second suggestion is made by Mr. Taylor *bonâ fide*, and in great innocence. To any mind at all acquainted with the working of the county courts, and the amount of additional jurisdiction which late years have thrown on the county court judges, the idea of culminating their woes by adding to the burden a portion of summary criminal business is ludicrous. Such an addition would be the last ounce upon their backs—an ounce, too, of such liberal measure that the effect customarily ascribed to last ounces when piled on camels would, we fear, be inevitable. Mr. Taylor seems, too, to disregard the fact that police magistrates, in addition to trying theft and assault cases, have a good deal of other work which is far more Civil in its character. Passing over several other less noteworthy suggestions—some of which, however, are worth attention—we come to the author's last expedient, on which he relies "perhaps rather more than on any other, for extinguishing a criminal class; . . . . aiming at the extinction of crime in its state of maturity." He would "substitute for the periods of life which are passed by our twice and thrice convicted criminals at large, a confinement so regulated as to afford whatever of comfort and enjoyment of life is compatible with segregation from society and the necessary discipline of a community of convicts. *Gardens, and the sort of amusements provided in well-managed lunatic asylums*, may be allowed; of course, vigilant supervision would still be indispensable," &c. To some people this would present a very happy view of a felon's life and career. An active and exciting war with society, of duration varying with the skill and luck of the individual, and, the battle over, the closing years spent in an Island of Calm Delights, amid gardens, penny readings, and lunatics' amusements, at the expense of society. Possibly, these calm delights would pall upon the convicts, and probably they would be perpetually escaping. The idea is sufficiently ridiculous in its impracticability and erroneous in its lenity. We should prefer Mr. Carlyle's attitude to Mr. Taylor's on such a matter. On the whole, this pamphlet bears out our introductory observations.

On Monday week a numerous deputation of the mayor, aldermen, and Common Council of the city of Oxford (for merly represented in Parliament by Sir W. P. Wood) waited upon the Lord Chancellor at his town residence to present a congratulatory address. The deputation was introduced by the Right Hon. E. Cardwell and Mr. Vernon Harcourt, Q.C., the city members, and was accompanied by the Earl of Abingdon, the High Steward of the city. The Mayor having read the address, the Lord Chancellor returned thanks. The members of the deputation were afterwards entertained by his Lordship at a *dejeuner*.

The Lord Chief Baron has been pleased, on the recommendation of the leading counsel of the Norfolk Circuit, and other barristers, to order that Mr. Samuel Linay, managing clerk to Mr. Sadd, Solicitor, of Norwich, be allowed to enter into articles of clerkship, to be an attorney, without any preliminary examination.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, February 18, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	1	8	4	11	30	26	8	6	22	8	19

LORDS JUSTICES.

Feb. 18.—SELWYN, L.J., stated that their Lordships intended during each of the three weeks commencing with Monday next to sit at the Privy Council on the first four days of the week. On the remaining two days (Friday and Saturday) in each of those weeks their Lordships would sit in this court, and appeal motions would be taken on Friday.

From Friday, the 12th of March, their Lordships would sit in this court continuously till the end of the present sittings.

THE ELECTION PETITIONS.

COVENTRY.

(Before WILLES, J.)

Feb. 17.—*Production of telegrams—Privilege of witnesses.*

In the course of the petitioner's case, Mr. James Ince, clerk to the Electric and International Telegraph Company, was called, and stated that he had received instructions from the secretary to the company not to let the papers leave his hands, and not to answer any questions unless authorised to do so by the judge.

WILLES, J.—The secretary has no such power. The only people who can refuse to answer questions at present are, I think, attorneys. I do not know of any other class, except people in Government offices as to matters of State. Counsel of course stand on the same footing as attorneys, and for a stronger reason. There is another class whose messages might be privileged; but on that, as a question might arise, I do not mention it here, as it would be controversial. It should be thoroughly well understood that it has been expressly ruled by Mr. Justice Keogh, in the Dublin case, that telegrams are not privileged. It is an important question which was very properly raised by the Telegraph Company.

HARTLEPOOL.

(Before BLACKBURN, J.)

Feb. 17.—*Withdrawal.*

Upon the opening of the trial of this petition, in which three petitioners disputed the election of the sitting member, alleging bribery, treating, and undue influence, and claimed the seat for an unsuccessful candidate,

Serjeant Sargood, for the petitioners, said, subject to his Lordship's approval and sanction, he applied for liberty to withdraw the petition.

BLACKBURN, J.—The statute carefully provided that in cases of withdrawal there must be an opportunity given for other parties to take up the petition. The difficulty of asking to withdraw so late was that no opportunity was given to any others to take up the petition. There should have been an application beforehand, so that the statutable opportunity could have been given for any one else to take up the petition.

Serjeant Sargood said that was a question of practice.

BLACKBURN, J., said it was a matter of statute. He had no reason to doubt that it was really as had been stated —that there was not evidence to proceed on. The Legislature intended that there should be ample opportunity for anybody else to take up the inquiry.

Price, Q.C., for the respondent, said there was no doubt that that was a difficulty, and he thought the statute contemplated applications in Chambers. The commission had been opened and the petition read, and this was not a withdrawal before the inquiry had commenced.

BLACKBURN, J.—Had the notice been given yesterday or the day before it would have been the same thing. The inquiry should be adjourned, and notice given to the Rule-office of the application to withdraw, so that an opportunity might be given to other parties to take up the petition.

Price, Q.C.—If your Lordship will adjourn it to Chambers that would obviate all difficulties, and relieve all the parties.

BLACKBURN, J.—I did not anticipate this, and I have not considered what I should do. I will adjourn this inquiry until a further day, and notice of application for leave to withdraw can be given. His Lordship then said he had no doubt that, on looking at the evidence, there was no occasion for an inquiry, but, as he had already said, the statute under the rules provided that when leave for withdrawal had to be made there must be five day's notice allowed, so that anybody might apply to be substituted as petitioners, and for that reason he adjourned the present inquiry until further notice should be given. In all human probability there never would be further notice given. In the meantime the notice for application to withdraw the petition must be lodged at the Rule-office of the Court of Common Pleas, and the full Parliamentary notice of five days be given for anyone who chose to take up the petition.

COUNTY COURTS.

LAMBETH.

(Before Mr. PITT TAYLOR.)

Feb. 10.—*Smith* v. *Hepworth.*

Difficulty of proving, under 19 & 20 *Vict. c.* 108, *s.* 52, *where premises held on lease, and rent in arrear, that there was "no sufficient distress to be found on the premises to countervail such arrear."*

This was a claim for possession of a house held on lease, the landlord having a right to re-enter on failure to observe the covenants, rent being in arrear. Defendant not appearing, the *onus probandi* was on plaintiff.

Plaintiff's agent said he had been to the house and found it locked up, and with all the appearance of being empty. He had not been in the house because he could not get in, but he had looked in at every accessible window, and could not see a single article of furniture. Quantities of furniture had been taken away, but of course the witness could not swear that there were no goods in rooms into which he had been unable to see.

Mr. PITT TAYLOR said, apart from the other difficulties which possibly might be got over on a future occasion, the plaintiff failed to comply with the terms of the Act, which required that to sustain this action there should be proof that at the time of commencing it there was no sufficient distress on the premises. There might be amply sufficient for anything that the agent knew, and there would, therefore, be no order.

Feb. 16.—*Toomer and Another* v. *Carter.*

Proceedings where notice of defence given under section 2 *of County Courts Act*, 1867, *and no appearance at the hearing, to prove alleged ground of defence.*

A summons had been served personally on the defendant in this cause under the 2nd section above quoted, the claim being for goods sold and delivered to the defendant to be dealt with in the way of his trade. He had given notice to defend, but did not now put in an appearance to substantiate his defence.

Mr. Frank Rigby, for the plaintiffs, said he supposed judgment would now go by default as if no notice of defence had been given.

Mr. PITT TAYLOR said that did not follow as a matter of course. If the notice of defence amounted to a denial of the debt, the plaintiff must prove his case as if the summons had been issued and served in the ordinary way. The notice in this case was what was called a confession and avoidance; it admitted the debt, but alleged the execution of a certain deed of composition as a reason for not paying. The confession was enough for the plaintiff's purpose in the absence of any proof of the deed, and the judgment must, therefore, be for them with the costs of attorney. The only effect of such a notice of defence was that defendant would have to pay the full hearing fee instead of the half fee charged when no notice of defence is given, and judgment is entered up by default. The order would be for payment forthwith, as that was what the plaintiffs would have been entitled to if no defence had been set up.

Furness v. *McArthur.*

Claim for Election Canvasser's Remuneration—26 Vict. c. 29, ss. 2, 3.

In this case the plaintiff had been engaged for the defendant at the last Lambeth election, to canvass the publicans whose houses the defendant was known to be desirous of closing on Sundays. The plaintiff appears to have had, or at least was supposed to have, some special aptitude in the persuasion of publicans, as he was sent for from the borough of Hackney—borrowed from a candidate there—for the purpose. The claim was for £12 12s., stated to be chiefly money spent at public houses in the course of the canvass. Plaintiff had been specially engaged, and was not paid with nor associated with other canvassers. He sent in his bill to the agent who engaged and paid him, and who in the end left the balance due which was now claimed.

The defendant's counsel pointed out that by the 26 Vict. c. 29, s. 2, candidates are required to declare in writing to the returning officer who their election agents are, and that, by the 3rd section, all bills must be sent to the election agent so declared "within one month from the day of the declaration of the election." The agent to whom the plaintiff sent his bill was not the agent appointed in writing in terms of the Act, and the bill had therefore been sent to the wrong person; and, if it had been sent to the right person, the plaintiff would have been in no better position, because, as the election was declared on the 19th November, the bill ought to have been delivered before the 19th of December, whereas it was not delivered until the 22nd.

Mr. Pitt Taylor said that either of these objections was sufficient to bar the right of the plaintiff to recover, and ordered judgment to be entered for the defendant.

APPOINTMENTS.

William Young, Esq., Chief Justice and President of the Legislative Council of Nova Scotia, has received the honour of Knighthood.

Hugh William Hoyles, Esq., Chief Justice of the Colony of Newfoundland, has been created a Knight of the United Kingdom. Sir Hugh Hoyles was Attorney-General and Premier of Newfoundland from 1861 to 1865, and was appointed Chief Justice in the latter year.

Mr. John Hampden Ring, who was called to the bar at the Inner Temple in May, 1843, has been appointed a Puisne Judge of the Colony of British Guiana.

Mr. George Woosnam, Solicitor, has been appointed (by A. J. Johnes, Esq., Judge of County Courts, Circuit No. 28) to be Registrar of the Newtown County Court, Montgomeryshire, in succession to his brother, the late Mr. C. T. Woosnam, whom he has succeeded in business.

Mr. Joshua John Peel, Solicitor, of Shrewsbury, has been nominated, by John Rocke, Esq., High Sheriff of Shropshire, to be his Undersheriff during his term of office. Mr. Peele was certificated in Michaelmas Term 1827, and also fills the office of Town Clerk of Shrewsbury; he is a member of the local firm of Loxdale, Peele, & Sons.

Mr. William Taunton, Solicitor, of Gray's-inn, London, has been appointed by J. V. Hornyold, Esq., High Sheriff of Worcestershire, to be Undersheriff for the county during his term of office; and Messrs. Gillam & Sons, Solicitors, of Foregate-street, Worcester, have been nominated to act as Deputy-Sheriffs.

Mr. Thomas Ffooks, Solicitor, of Sherborne, Dorset, has been appointed by Sir R. G. Glyn, Bart., High Sheriff of that county, to be his Undersheriff during his year of office. Mr. Ffooks was certificated in Trinity Term, 1840.

Mr. Benjamin Scott Currey, Solicitor, of Derby, has been appointed by G. H. Strutt, Esq., High Sheriff of Derbyshire, to be his Undersheriff during the year of his shrievalty. Mr. Currey, who is a member of the local firm of Barber & Currey, was certificated in Easter Term, 1852, and is also Deputy Clerk of the Peace at Derby.

Mr. George Smith Ranson, Solicitor, of Sunderland, has been appointed by T. C. Thompson, Esq., High Sheriff of Durham, to be his Undersheriff during his period of office; and Mr. Ranson has appointed Mr. Thomas Watson, of the firm of J. & T. Watson, Solicitors, Durham, to be Deputy Sheriff of the county.

Mr. George Allen, of 17, Carlisle-street, Soho-square, has been appointed a London Commissioner to administer Oaths in Chancery, and also a Commissioner in the Superior Courts of Common Law.

GENERAL CORRESPONDENCE.

Williams on Real Property (Last Ed. p. 400).

Sir,—The extract appears to have confused "An Articled Clerk" because he did not take the spirit of the extract, but stuck to the letter of it.

It is a matter of merger, and of merger partially.

If, instead of saying "one moiety of the *term* will merge," the language had been that the term merged in *one moiety* of the *hereditaments*, the sentence would, perhaps, have been more intelligible.

The merger in question was more common in former days, when conveyancers luxuriated in getting in outstanding terms. Merger frequently occurred wholly or partially, but a good term, like a good name, was never allowed willingly to die, and assignment frequently went on, though the term had long since gone off.

The partial merger generally arose thus:—The trustee of the term to attend was usually a friend or the solicitor of the owner of the fee. Such friend or solicitor was not uncommonly made a trustee of the fee under that owner's will jointly with another person. Thus the union of the fee and the term occurred. The result was a merger of the term in a moiety of the hereditaments.

In Cornish on Purchase-deeds (last ed. p. 106) there is a case of such a merger. A "termor to attend" has been made a devisee, with another, of the freehold reversion. The recital is:—"And whereas the term of 1,000 years in a moiety of the said hereditaments merged in the freehold thereof under the devise to the said [*trustee and co-devisee*] in the hereinbefore-recited will of the said testator, but the said [*purchaser*] is desirous of having the said term in such of the hereditaments as it now exists surrendered or assigned to him."

A note to Jarman's Bythewood, vol. 8, p. 22, will make the matter very clear:—"It sometimes happens in practice that the person who is a trustee of an attendant term being a friend of the owner of the inheritance is appointed one of the devisees in trust of his will, and becomes in that character seised jointly with his co-devisees of the reversionary inheritance. Under such circumstances, the term becomes merged in the inheritance, to the extent of the trustee's share. Thus, if there were two trustees of the fee, the term would merge as to one moiety; if there were three trustees, it would merge only as to-one third, and so as to any other number."

See also a paragraph, 2 Preston on Abstracts, p. 13, to the same effect; but, when Jarman and Preston touch on the same subject, I prefer the language of Jarman.

G. Horsey.

6, Symonds-inn, 13th Feb., 1869.

Sir,—In answer to "An Articled Clerk's" query in your impression of the 13th instant, I beg to refer him to Burton's Compendium on the Law of Real Property, pl. 752, 753, where he will find a full explanation of the case he has supposed. It is there stated:—"That if a person being sole seised in fee make a lease for life, and afterwards grant the reversion to the tenant for life, and a stranger, and their heirs, a merger will take place so far only as it must of necessity, that is, for one moiety." And further, in pl. 900,—"If the sole owner of a term become joint tenant of the immediately expectant freehold, what has been said of an estate for life in a similar case seems applicable." So that in the case your correspondent has supposed, in consequence of the merger of one moiety, A. would be seised in fee simple of that moiety, and he would be tenant of the other moiety for 100 years, with remainder to C. in fee.

Another Articled Clerk.

Imprisonment for Debt.

Sir,—No doubt your attention was called to the letter in the *Times*, under this heading, on the 17th inst., complaining of the law with reference to imprisonment for debt, on account of a young girl having been arrested on the previous day under process of execution. We have a natural aversion to rushing into print, but at the urgent solicitation

of our client we addressed a letter to the *Times* on the same day, of which we enclose a copy. The editor has not, however, thought proper to insert that letter, notwithstanding the free use he made of the names of our clients and ourselves, and we must therefore appeal to you to set us right on the facts, more particularly as we observe from the daily papers the subject has been mentioned in the House, and that a daily contemporary of yours has devoted a leading article to the subject.

Feb. 19, 1869. ROOKS, KENRICK, & HARSTON.

[Copy.]

With reference to a letter which appeared in this morning's paper under the above title, signed "W. Williams," our client requests that you will insert this letter in your next issue, as he conceives Mr. Williams' letter to you contains two direct attacks—one upon our client for want of humanity in imprisoning a girl of the age of fourteen years for debt; and the other on the whole system of imprisonment for debt. As to the first point, it is sufficient to say that our client was not, nor were we, aware of the age of Elizabeth Cope, the girl in question, until after the process had been executed. Whilst process was in the sheriff's hands we were informed that one of the persons named in it, whose names are Emily Cope, Mary Cope, and Elizabeth Cope, was an infant, and we took the trouble to send down a clerk to the Orphan School at Ealing, for the purpose of ascertaining whether the statement was accurate, but the authorities there refused to let our clerk see her, or to give any information; our client's impression after this was that Elizabeth Cope was one of the matrons or attendants.

As to Mr. Williams' attack on the system of imprisonment for debt, you will probably be astonished to learn that the fact is (and Mr. Williams must have known it, inasmuch as he took a copy of the sheriffs' warrant) that the imprisonment in question is not an imprisonment for debt but for disobedience to a judge's order in an action of ejectment.

Notwithstanding the alleged age of Elizabeth Cope, the authorities at the Orphan School at Ealing permitted her to swear an affidavit before Lieutenant Colonel Ebey, of West Lodge, Ealing, J.P., containing statements which the judge thought untrue, and describing her by a false address, which affidavit was the cause of great expense to our client and the statements in which seriously affected his title to land, and Mr. Justice Blackburn ordered the Copes to pay that expense, and their imprisonment is the result of the Copes' affidavit containing statements which, in Mr. Justice Blackburn's opinion, they must have known were groundless.

Supposing imprisonment for debt to be abolished, the Courts must still have power to punish persons for contempt, whatever form that contempt may assume. The Copes have throughout had the advantage of the advice of Messrs. Smith & Gwilt, solicitors, of 13, Northumberland-street, Strand, of whose undoubted competence to manage their client's matters it is unnecessary further to speak. Imprisonment for debt may be a good or bad institution, but it is desirable that arguments based upon an incorrect statement of facts should not be used against it.

THE SITE OF THE NEW LAW COURTS.

Sir,—Will you allow me a few words *apropos* of "Inner Temple's" rather odd letter in your last number.

Your correspondent, in common with most of his way of thinking, appears to treat this discussion as though the Thames Embankment site had but just dawned upon the public view, instead of having stared us all in the face for some years. It is hardly to be supposed that those with whom it has lain to select the site for these new courts have never weighed in their minds the capacity of the Embankment as a site; and after the one site has in the face of the other been deliberately appropriated to the work, it would certainly be a very strange proceeding to re-open the question and reverse this deliberate decision. The precedent would be an uncomfortable one: if it be once understood that national arrangements may be lightly recalled, there may be no end to the national chopping and changing about, and we may have the Legislature enacting, repealing, selecting, arranging, announcing mistake, altering, recalling, and re-arranging in a style of hasty hesitation resembling the demeanour of two inexperienced cricketers in an agony of indecision about a short run. And the smaller the value of the sentence, the less will be the care bestowed upon the decision.

I have said this much to show, if it needed to be shown, that not only the burden of proof, but the burden of proving a great deal—of proving a very great and undoubted superiority for their favourite—is upon "Inner Temple" and his fellows. If that can be proved, *do manus*, we must all own sorrowfully that we have been inconceivably silly, and set about undoing our work. As yet, however, neither "Inner Temple," Sir Charles Trevelyan, nor any one else, have proved equal to the burden of proving even an equal advantage for the Embankment site. Sir Charles Trevelyan seems to regard the question wholly from the ornamental point of view, at least if I may judge from his letters to the *Times*. Your correspondent does indeed assert that his site possesses economic and topographic advantages, but after preluding a little about arguments, he offers none beyond a mere assertion that the Embankment site will be cheaper and more accessible, unless indeed his statement that he "has heard of a builder who would on certain terms give the full sum which has been expended on it for the site already cleared." Even this vague modicum, however, has its drawback, if "the not very valuable property north of the Strand" should have to be "absorbed" for extensions.

As a fact, the Embankment site has good approaches right and left; the other site will have good approaches right and left and north. The Carey-street site is elastic. If more land be required, it will be easy to take in more ground from the streets and courts to the W. or N. W. But pent up as the Embankment site is between Somerset House, the Temple, and the railway, where is the new ground to come from? The reply is, "Oh, we can absorb Somerset House, or the not very, &c., north of the Strand." As regards the latter, I cannot suppose that "Inner Temple" seriously proposed to build the Courts on *both* sides of the Strand. As to the absorption of Somerset House,—Why not absorb the Strand itself, or why not build, say in Bedford-square, and absorb the British Museum? There has also been suggested a puss-in-the-corner scheme by which the Law Courts are to take King's College—King's College, Lincoln's-inn—and Lincoln's-inn, Clement's or some neighbouring inn. This might be varied by moving the British Museum to St. Paul's Cathedral, St. Paul's to Westminster Abbey, the Abbey to the Houses of Parliament, and the Houses to Bedlam.

Seriously, the oddness of the proposals made by those who advocate this *bouleversement* shows the weakness of their case. The fact, probably, is that most of these people were in the first place attracted by the idea (which I own to be an attractive one) of the Grand Palace overshadowing the river, and, having become enamoured of that, they are now endeavouring, after a Procrustean fashion, to remodel the more practical exigencies to suit it. There are many energetic men in this world who delight in action and controversy, but to whom it never seems to occur that reason may be appropriately imported into the consideration of public matters. I think that "Inner Temple's" headlong "fulmination" has shown that he is capable of ranking (I will not say that he habitually ranks) in that very large and unascertained class.

I must apologise for the length of my letter; and the importance of the subject is my best excuse.

OMICRON.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 18.—*Bankruptcy Law Amendment.*—Lord Chelmsford thought the Bankruptcy Bill should be introduced first into the Upper House. He considered that the subject belonged primarily to that House, so many bills relating to it had been introduced, session after session, by noble lords.

The Lord Chancellor said notice had been given in the other House of the introduction of the Bankruptcy Bill. Most of the clauses were of considerable interest to the trading community, and he had received communications on the subject from individual merchants and chambers of commerce, as well as from solicitors who acted for and advised them in matters of bankruptcy, those individuals and bodies representing towns which had taken a special interest in the matter, such as Manchester, Liverpool, and Birmingham. Though differing on other points, they appeared to have a common desire that a bill so closely affecting the trading interest should be first brought forward in the House of

Commons, and, as there seemed to him some reason for this wish, it would be introduced there as early as possible, in order that it might come up in good time to their lordships, and be maturely considered by them.

Lord Cairns hoped the Government would even yet reconsider the course they would adopt. Considering the length of the bill and the many interesting questions it would raise, it could hardly pass through the House of Commons before the end of June. At the beginning of July their Lordships would have other measures of great consequence coming up from the House of Commons, and requiring their undivided attention. How, then, could the Bankruptcy Bill, jostled by other important measures, receive the consideration it required? If, on the other hand, it was now introduced, their Lordships were not occupied with any other business, and it might reach the House of Commons at a time when they in turn would be better able than at present to deal with it. He thought that if the representatives of the mercantile community were aware of the peril the bill would run of not passing at all if brought first into the other House, they would alter their opinion. It should be borne in mind, too, that a Select Committee of the House of Commons had already considered the whole question, and that if the bill resembled its predecessors it would do little more than carry out the recommendations of that committee.

Lord Westbury recommended the Government to confine the Bankruptcy Bill to the two points mentioned in Her Majesty's Speech—the more effective distribution of assets and the abolition of imprisonment for debt. A "monster" bill would run great risk of postponement to another session. He quite concurred in the opinion that the measure should first receive the consideration of their lordships, and a select committee might receive the suggestions of the mercantile bodies. He foresaw so much difficulty in the way of a Consolidation Bill first introduced into the other House that, though from bitter experience he had little confidence in this House at large in dealing with bankruptcy, he should himself bring in a bill, limited to the two crying evils he had mentioned, in order that it might be fully considered before they could hope to receive a lengthy bill from the House of Commons. With regard to the general complaint that had been made, he thought it was much to be regretted that almost all important measures were first carried through the House of Commons.

HOUSE OF COMMONS.

Feb. 16.—The *Established Church (Ireland)*.—Mr. Gladstone gave notice that on Monday, March 1, he would move that the Acts relating to the Established Church (Ireland), the Acts relating to Maynooth, and the first Resolution of the House of Commons in 1868 relating to the Established Church (Ireland), be read, and that the House would immediately resolve itself into a Committee to consider said Acts and Resolution.

Bankruptcy.—The Attorney-General gave notice that on Friday, Feb. 26, he should move for leave to bring in a bill to amend the law of bankruptcy.

Primogeniture.—Mr. Locke King gave notice that he would on Tuesday, March 9, move for leave to bring in a bill to assimilate the law of real estate to that of personal estate.

Feb. 17.—*Bankruptcy*.—On the motion of Mr. C. Forster a return was ordered of the number of trust deeds registered under the provisions of the "Bankruptcy Act, 1861," between the 11th day of October, 1867, the 11th day of January, 1868, the 11th day of October, 1868, and the 11th day of January, 1869, respectively; distinguishing the number of deeds registered under composition, the amount of the debts, the amount of the composition engaged to be paid upon the debts, and the number of deeds registered under inspection and assignment respectively; and showing the amount of unsecured debts stated in these deeds.

Rating and assessment.—Mr. Goschen gave notice that on the 22nd inst. he should move for leave to bring in two bills; one to provide for uniformity of assessment of rateable property in the metropolis, the other to provide a common leasement for the assessment of rateable property throughout England.

Feb. 18.—*Railway Bills—Railways Regulation Act* (1868)—31 & 32 *Vict. c.* 19, *s.* 35.—Mr. Dodson said he had to propose resolutions the object of which was to facilitate the carrying out of the Railway Regulation Act of last Session. The 35th section of that Act provided that a meeting of the shareholders of a railway company promoting a bill should be held between the first reading of the bill and the time for its being read a second time. The object of the resolutions of which he had given notice, and which he was about to propose, was to give time for the holding such meeting; and he intended to supplement them by a resolution providing that in case a poll followed the meeting, documents necessary for affording information as to the result of the scrutiny should be lodged with the examiner. The hon. gentleman then moved the following resolutions:—

"That every Railway Bill promoted by an incorporated company and originating in this House shall, after having been read a first time, be referred to the Examiner of Petitions for Private Bills, who shall inquire and report as to compliance with the provisions of the Act 31 & 32 Vict. c. 19, s. 35.

"The examiner shall give at least two clear days' notice in the Private Bill-office of the day appointed for such examination, and Standing Orders 76, 77, and 220 shall be applicable to any memorials complaining of non-compliance with such provisions.

"That in the case of such bills the time limited by Standing Order 191 between the first and second reading shall be extended to, and shall in no case exceed, fourteen days."

Mr. Hadfield complained that the Standing Orders of the House of Commons did not permit of a shareholder being heard before a committee, while in the Lords shareholders were permitted to appear.

Mr. Dodson said that the point referred to by the hon. gentleman would be worthy of consideration at a proper time, but as the resolutions now before the House applied to the practice of examiners, and not to that of committees, it would be out of order to discuss it at present.

The motion for the adoption of the resolutions was then agreed to.

The *Law of Rating*.—Mr. Goschen gave notice that on the 25th inst. he would move for leave to bring in a bill to amend the law respecting rates assessed on occupiers holding on short terms.

The *Ecclesiastical Titles Act*.—Mr. M'Evoy gave notice that on Monday next he would move for leave to bring in a bill to repeal the Ecclesiastical Titles Act.

Capital Punishment.—Mr. Gilpin gave notice that on an early day after Easter he would move for leave to bring in a bill to abolish capital punishment.

IRELAND.

Mr. John O'Donnell, Solicitor, the recently-appointed Clerk of the Crown for the County of Limerick, in the room of Alderman Joynt, died in Limerick on Wednesday last.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

COMMON PLEAS, PHILADELPHIA.

Colton v. *Thomas*.

A simulated card advertisement or sign calculated to deceive the incautious and unwary, whereby one may be deprived of his just gains and profits, will be restrained by injunction.

Opinion by ALLISON, P.J. In equity.

The complaint contained in plaintiff's bill consists of charges of an improper and fraudulent use of a name or designation of business, placed by the defendant upon cards and advertisements, and also upon a sign hung out upon the street in front of his dental room, whereby great pecuniary loss will accrue to the plaintiff.

In October, 1865, the plaintiff purchased from Dr. Gardiner Q. Colton, of New York, the right to use the name of the "Colton Dental Association" in connection with the use of nitrous oxide gas to alleviate pain in extracting teeth, and commenced business in this city, at 737, Walnut-street, under the designation of the "Colton Dental Association," which name appears in all his advertisements, and is prominently displayed on his signs, doors, and windows.

The bill charges that Frank R. Thomas, the defendant, was employed by plaintiff for two years and a half to extract teeth at the dental rooms of the complainant, 737, Wal-

nut-street; that, recently, the defendant has left the employment of complainant, and has opened dental rooms at 1027, Walnut-street, and has issued cards in form following:—

"Dr. F. R. Thomas,
Formerly operator at the
Colton Dental Rooms,
Teeth extracted without pain by nitrous oxide gas."

And that he has hung over his door a sign of about the same dimensions and general style and appearance as the one which the complainant has in use over his door, containing the letters and words following:

"Dr. F. R. Thomas,
Late operator at the
Colton
Dental Rooms.
Teeth extracted without pain."

The words "late operator at the" upon the cards and signs are in small letters, and, as the plaintiff asserts, are illegible, except at a short distance, whilst the words "Colton Dental Rooms" are in large, bold type and letters, so as to be seen at a long distance. And this is charged as having for its object a design to deceive the public and cause it to be believed by the patients and patrons of plaintiff that the rooms of the defendant are those of the complainant, and thereby divert from him the fruit of his labour, reputation, and established business.

To sustain this application, it is essential that it must appear—

1. That the matter complained against constitutes a false representation.

2. That the false representation has been effected in such a manner as to show a design, or be calculated to deceive the customers of the complainant, and thereby defraud him out of a portion of the legitimate profits of his business.

There is no question here as to what constitutes the claim of the plaintiff. His right by purchase to employ the name of the Colton Dental Association is not denied; nor does the defendant set up any corresponding right as belonging to himself. His defence is that he has not employed the words "Colton Dental Rooms" upon his card and sign with any intention to defraud the plaintiff, but that, connected as they are with the other words thereon, all such design is contradicted and shown not to exist, and that plaintiff can suffer no injury in his business thereby.

The defendant swears that his sole object has been to protect his reputation, and secure to himself the full advantage of it by advertising the fact that he has ceased to be the operator at the rooms of the plaintiff—a perfectly fair and legitimate purpose.

That courts of equity will enjoin against the improper use of a name or designation, if it constitutes a false representation, is placed beyond controversy upon recognised elementary principles, as well as upon the authority of adjudicated cases (*Howard* v. *Henriques*, 3 Sand. S. C. R. of N. Y. 725); *March* v. *Billings*, 7 Cushing, 322; *Christy* v. *Murphy*, 12 Howard, P. R. 77; *Hogg* v. *Kirby*, 23 Ves. 225; *Snowden* v. *Noah Hopkins*, 347; *Bell* v. *Lock*, 8 Paige, 76; *Knott* v. *Morgan*, 2 Keen, 213; *Spottswood* v. *Clark*, 2 Ph. 15; *Croft* v. *Day*, 7 Beav, 84; *Edelstone* v. *Vick*, 23 L. & E. Rep. 51.

The name sought to be protected by this application is not only indicative, but absolutely declaratory, of the origin and ownership of the business of the plaintiff, and of the right with which he claims to carry it on; and by that designation it has become known to the public, from which a pecuniary profit is reaped by complainant. It is upon such recognised principles that this claim is founded, provided it can be shown that the case upon the facts alleged and not denied, or plainly apparent notwithstanding denial, are governed by the principles to which we have referred. The plaintiff asks that defendant should not be allowed to take from him, as defendant's own, that which is the property of the plaintiff.

Is this clearly made out by the case as it stands before us?

An imitation with partial difference, such as the public would not observe, does as much harm as an entire counterpart.

If such variations impose on a portion or class of customers only, it is evident that the damage is of the same character, though varied in amount or degree.

I am aware that the general doctrine upon which courts of equity are asked to interpose in cases of this kind has been somewhat shaken by the case of *Partridge* v. *Menck*, 2 Sand. C. R. 622, and cases which have followed in its lead. The doctrine of *Partridge* v. *Menck* is, that courts of equity will not interfere, by way of injunction, where ordinary attention will enable a purchaser to discriminate between the marks or symbols employed. But it is clear that the current of authority is very decidedly against the doctrine of Vice-Chancellor Sanford, because it holds out a premium and encouragement to the cunning and crafty to exercise their ingenuity to accomplish by a cheat, skilfully executed, that which they would not be allowed to do by a direct and undisguised piracy.

How much better does the doctrine harmonise with the principles of honesty and fair dealing, that wherever, upon the face of the label or symbol, or sign or name, there is a plain and manifest design to make the counterfeit appear in the eye of the public to be that which it is not, the probable and natural result of which must be to appropriate by this means to the maker of the counterfeit the benefit or profit which belongs to the true owner of a trade mark, that in such case preventive justice will not be invoked in vain.

It matters little to the rightful owner of property of this description whether the public be cautious or incautious, if, by a simulation, he is deprived of his just gains, and the error of *Partridge* v. *Menck*, and the *Manufacturing Company* v. *Garner*, 2 E. D. Smith, 387, consists of an improper application of the rule of cautious examination as to the person against whom the injury is done. It might be well to reply, in action for damages against the vendor of merchandise, by a purchaser thus imposed on, your eyes are your market, why did you not examine with carefulness, and you would not have been deceived? But it is difficult to ascertain upon principle why another party who is injured by such deception, who was not present to protect himself, should be without remedy because an imposition had, with skill, been practised, to his loss, by an imitation or simulation of his trade mark. We prefer rather to hold to the older and higher-toned and better fortified doctrine of the law.

In *Croft* v. *Day*, the principle ruled is, whether the contrivances of the defendant were calculated to mislead the bulk of the unwary public. In *Crashway* v. *Thompson*, 4 Man. & Gr. 357, Mr. Justice Maule remarks, "The question is whether the defendant's marks have so close a resemblance to the plaintiff's as to be calculated to deceive the unwary."

Knott v. *Morgan*, 2 Keen, 213, as well as several of the cases above cited, are to the same point.

As bearing a closer analogy to the case under consideration, may be cited *Peterson* v. *Humphry*. 4 Abb. 394.

If, as the defendant says in his affidavit, his sole object is to inform the public that he is no longer in the employment of the plaintiff, and is now in business for himself, and to protect his reputation as an extractor of teeth against damage from the inferior capacity and reputation of the complainant, as he charges, his object will be most effectually accomplished by placing before the public, on his cards and sign, in characters or letters as prominent, and as easily read, as the other words which are on them, those which give information to the public of the fact.

This is the least that ought to be required from him, and therefore we award the injunction prayed for, to the extent of restraining the further use of the cards and sign complained against in the bill; and also to restrain the employment by him of any device by which the patients and patrons of the plaintiff, without the exercise of excessive care, will be induced to suppose that the defendant's place of business is the place of business of the Colton Dental Association.—*Philadelphia Legal Intelligencer.*

The Mayor and Corporation of Halifax have unanimously presented the sum of 300 guineas to J. E. Norris, Esq., Town Clerk of that borough, in recognition of his valuable and special services in connection with the parliamentary and other business of the Corporation during the session from 1865 to 1868.

Chief Clerks in Chancery.—Mr. C. J. Allen, solicitor, has been appointed additional chief clerk to Vice-Chancellor James. An additional chief clerk will be forthwith appointed to Vice-Chancellor Malins. It is said that a gentleman named Pritchard will be selected. Mr. Field and Mr. Hart have been appointed the assistant-clerks to the new chief clerk at Vice-Chancellor James's chambers.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting on Tuesday last at the Law Institution, Chancery-lane, the question discussed was, "A purchaser of freehold land dies seised of it intestate, leaving two daughters, A. and B., to whom the land descends. A. dies intestate without having disposed of her moiety, leaving issue one son, C. Will the moiety of A. descend to B. and C., as co-heirs of the purchaser?" (3 & 4 Will. 4, c. 106; Wms. Real Prop., pp. 104, 433). Mr. Turner opened in the affirmative, but the society, after a hour's debate, decided in the negative by a majority of four votes. Mr. Warmington presided.

COURT PAPERS.

ORDER OF COURT.

Saturday, Feb. 13, 1869.

Whereas, from the present state of the business before the Vice-Chancellor Sir Richard Malins and the Vice-Chancellor Sir William Milbourne James respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir Richard Malins should be transferred to the Vice-Chancellor Sir William Milbourne James. Now I do hereby order that the several causes mentioned in the schedule hereunto subjoined be accordingly transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir Richard Malins to the Book of Causes for hearing before the Vice-Chancellor Sir William Milbourne James. And this order is to be drawn up by the registrar, and set up in the several offices of this court.

HATHERLEY, C.

SCHEDULE.

		Reference to Record.			
Denney v. Wenn	Mo. for dec.	1867	D.		135
Wadsworth v. Johnson	Mo. for dec.	1867	W.		151
Marling v. The Stonehouse and Nailsworth Ry. Co.	Mo. for dec.	1868	M.		71
Langton v. Garniss	Mo. for dec.	1868	L.		53
Jacobs v. Crick	Mo. for dec.	1867	J.		65
Brittan v. Smallpiece	Cause	1868	B.		40
Martin v. Webster	Mo. for dec.	1868	M.		12
Thody v. Jones	Mo. for dec.	1868	T.		33
Catling v. Gardner	Cause	1868	C.		80
Etchells v. Williamson	Mo. for dec.	1868	E.		65
Earl of Jersey v The Briton Ferry Floating Dock Company	Mo. for dec.	1867	J.		40
Hobson v. Aspinall	Mo. for dec.	1868	H.		152
Savage v. Savage	Mo. for dec.	1868	S.		127
The Salisbury & Dorset Junction Ry. Co. v. Churchill	Cause	1868	S.		46
Hammond v. Hammond	Mo. for dec.	1867	H.		260
Nowell v Nowell	Cause	1865	N.		14
Jarvis v. Mitchell	Mo. for dec.	1867	J.		104
Lowenthal v. Dand	Cause	1867	L.		199
D'Alteyrac v. Long	Mo. for dec.	1868	D.		68
Kingsford v. Butler	Mo. for dec.	1868	K.		1
Ayres v. Emarton	Mo. for dec.	1864	A.		39
Stronack v. Field	Cause	1867	S.		206
Turnbull v. Garden	Cause	1867	T.		55
Haig v. Haig	Mo. for dec.	1868	H.		90
Sparling v. Clarson	Cause	1865	S.		122
Flatt v. Steadman	Mo. for dec.	1868	F.		49
Rattey v. Cleobury	Mo. for dec.	1868	R.		37
Sutton v. Hoylake Ry. Co.	Mo. for dec.	1868	S.		64
Russell v. Russell	Mo. for dec.	1867	R.		156
Robinson v. Reed	Cause	1868	R.		38

HATHERLEY, C.

NOTE.—The Vice-Chancellor Sir W. M. James will not hear any of the above Causes before Monday, the 22nd day of February, 1869, unless by the desire of the parties themselves.

R. H. LEACH, Registrar.

In a case heard at the Bristol County Court on Tuesday, a witness was called who objected to be sworn. On being asked by the Court what his religious denomination was, he said he was a member of an American sect called the "Christos Adelphos." He believed he was the only one of the denomination in England. On assuring the Court that he conscientiously objected to taking an oath, he was allowed to give his evidence without doing so.—*Pall Mall Gazette.*

ADDITIONAL RULES AND REGULATIONS FOR HER MAJESTY'S COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Whereas by an Act passed in the session of Parliament holden in the twentieth and twenty-first years of the reign of her present Majesty, chapter 85, it is provided that there shall be a Court of Record, to be called "The Court for Divorce and Matrimonial Causes;" and whereas by the said Act it is further provided that the said Court shall make such rules and regulations concerning the practice and procedure under the said Act as it may from time to time consider expedient, and shall have full power from time to time to revoke or alter the same; and whereas by another Act passed in the session of Parliament holden in the twenty-third and twenty-fourth years of her Majesty's reign, chapter 144, it is enacted that it shall be lawful for the Judge Ordinary of the Court for Divorce and Matrimonial Causes alone to exercise all powers whatever thentofore exercised by the full Court.

Now I, the Right Honourable Sir James Plaisted Wilde, Judge Ordinary of her Majesty's Court of Divorce and Matrimonial Causes, do make the following additional rules and regulations concerning the practice and procedure in the said Court for Divorce and Matrimonial Causes, to take effect on and after the 1st day of March in the present year.

Dated the 30th day of January, 1869.

JAMES PLAISTED WILDE.

ADDITIONAL RULES AND REGULATIONS.

Restitution of Conjugal Rights.

175. The affidavit filed with the petition, as required by rule 2, shall further state sufficient facts to satisfy one of the registrars that a written demand for cohabitation and restitution of conjugal rights has been made by the petitioner upon the party to be cited, and that after a reasonable opportunity for compliance therewith such cohabitation and restitution of conjugal rights has been withheld.

176. At any time after the commencement of proceedings for restitution of conjugal rights the respondent may apply by summons to the judge, or to the registrars in his absence, for an order to stay the proceedings in the cause by reason that he or she is willing to resume or to return to cohabitation with the petitioner.

As to Costs.

177. In all cases in which the Court at the hearing of a cause condemns any party to the suit in costs, the proctor, solicitor, or attorney of the party to whom such costs are to be paid, may forthwith file his bill of costs in the registry, and obtain an appointment for the taxation, provided that such taxation shall not take place before the time allowed for moving for a new trial or re-hearing shall have expired, or in case a rule *nisi* should have been granted until the rule is disposed of, unless the Judge Ordinary shall, for cause shown, direct a more speedy taxation.

178. Upon the registrar's certificate of costs being signed, he shall at once issue an order of the Court for payment of the amount within seven days.

179. This order shall be served on the proctor, solicitor, or attorney of the party liable [or if it is desired to enforce the order by attachment on the party himself], and if the costs be not paid within the seven days, a writ of *fieri facias* or writ of sequestration shall be issued as of course in the registry, upon an affidavit of service of the order, and non-payment.

As to Subpœnas.

180. The issuing of fresh subpœnas in each term shall be abolished and it shall not be necessary to serve more than one subpœna upon any witness. Such subpœna shall be in the following form:—

Subpœna ad testificandum.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to [*names of all witnesses included in the subpœna to be inserted*], greeting. We command you and every of you to be and appear in your proper persons before [*insert the name of the judge*], Judge Ordinary of our Court for Divorce and Matrimonial Causes, at Westminster, in our county of Middlesex, on ——, the —— day of ——, 18—, by eleven of the clock in the forenoon of the same day, and so from day to day, whenever our said Court is sitting, until the cause or proceeding is heard, to testify the truth, according to your knowledge, in a certain cause now in our said Court, before our said Judge Ordinary, depending between *A.B.*, petitioner, and *C.B.*, respondent, and *E.F.*, co-respondent, on

the part of the petitioner [*or* respondent, *or* co-respondent, *or, as the case may be*], and on the aforesaid day between the parties aforesaid to be heard. And this you or any of you shall by no means omit, under the penalty of each of you of £100. Witness [*insert the name of the judge*], at the Court for Divorce and Matrimonial Causes, the —— day of ——, 18—, in the —— year of our reign.

(Signed) *X.Y.*, Registrar.

N.B.—Notice will be given to you of the day on which your attendance will be required.

Subpœna duces tecum.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to [*names of all parties included in the subpœna to be inserted*], greeting. We command you and every of you to be and appear in your proper persons before [*insert the name of the judge*], Judge Ordinary of our Court for Divorce and Matrimonial Causes, at Westminster, in our county of Middlesex, on ——, the —— day of ——, 18—, by eleven of the clock in the forenoon of the same day, and so from day to day, whenever our said Court is sitting, until the cause or proceeding is heard, and also that you bring with you, and produce at the time and place aforesaid [*here describe shortly the deeds, letters, papers, &c., required to be produced*], then and there to testify and show all and singular those things which you or either of you know, or the said deed or instrument doth import, of and concerning a certain cause or proceeding now in our said Court, before our said Judge Ordinary, depending between *A.B.*, petitioner, and *C.B.*, respondent, and *E.F.*, co-respondent, on the part of the petitioner [*or* the respondent *or* co-respondent, *as the case may be*], and on the aforesaid day between the parties aforesaid to be heard. And this you or any of you shall by no means omit, under the penalty of each of you of £100. Witness [*insert the name of the judge*], at our Court for Divorce and Matrimonial Causes, the —— day of ——, 18—, in the —— year of our reign.

(Signed) *X.Y.*, Registrar.

N.B.—Notice will be given to you of the day on which your attendance will be required.

By a general order the Lord Chancellor has appointed Mr. Buccleugh, Registrar of Meetings, and Mr. Stacey, Clerk to the Registrar of Meetings, to take affidavits and declarations under the 11th section of the Bankruptcy Amendment Act, 1868.

The following is a synopsis of the appeals, &c., before the House of Lords for the present session. There is an appeal from the Divorce Court (England) which stands first on the list and was partly heard two sessions since, viz., the case of *Shedden* v. *The Attorney-General*. From the Court of Chancery (Ireland) there are six appeals; Court of Chancery (England) nine; Exchequer Chamber (England), seven. From the Court of Session, Scotland, sixteen. In all thirty-nine appeals. There are two causes from the Exchequer Chamber waiting for final judgment, in which questions were put to the judges, viz.:—*The Great Western Railway Company* v. *Sutton*, and the *Hammersmith and City Railway Company* v. *Brand*.

Clerical Vestments.—The Bishop of Norwich appointed the following subject for discussion at a ruridecanal meeting held at Shipmeadow on Tuesday—"1. Is it desirable to attempt the correction of the alleged discrepancies between the long-established usage and the letter of the law of the Church in reference to the vestments to be used by the minister in public worship? If so, 2, is it desirable to enforce unvarying uniformity of habit, or to allow, within defined limits, certain variations? 3. In case of variations being allowed, should their adoption be at the single discretion of the minister, or with the consent of the ordinary, opportunity having been first given to the congregation to show cause against such consent being granted? 4. In what way may the public opinion of the clergy and laity be best obtained upon the subject before it is dealt with in Parliament and in Convocation?"

Noble Services of the Solicitors' Life-Boat.—Winchelsea, near Rye.—Feb. 13.—A vessel, yesterday morning (says Henry Burra, Esq.), ran ashore at the east side of Rye Harbour. It was blowing strong from W.S.W., and there was a heavy sea running at the time. The Solicitors' and Proctors' Life-boat, "Storm Sprite," of the National Life-boat Institution, was most promptly launched, and reached the vessel soon after she struck. The crew and eight men were taken into the life-boat. One of them fell into the water between the vessel and the life-boat, but was fortunately hauled into the boat by the crew without hurt. About twenty minutes after the man had been rescued, the vessel heeled over on her beam ends, and was covered with water. She was the brig "Pearl," of Shoreham, homeward bound from the north with coals.

PUBLIC COMPANIES.

Last Quotation, Feb. 19, 1869.
[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93	Annuities, April, '85 12¼
Ditto for Account, Mar. 4, 93	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 93⅜	Ex Bills, £1000, per Ct. 5 p m
New 3 per Cent., 93⅜	Ditto, £500, Do 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104⅜
Ditto 4 per Cent., Oct. '88 102¾	Do. Bonds, 5 per Ct., £1000 23 pm.
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 23 pm.
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	79½
Stock	Glasgow and South-Western	100	100
Stock	Great Eastern Ordinary Stock	100	39
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	113
Stock	Do., A Stock*	100	112
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	51
Stock	Do., West Midland—Oxford	100	29
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	51½ x d
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	119
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	54
Stock	Metropolitan	100	109
Stock	Midland	100	122½
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	37
Stock	North London	100	123
Stock	North Staffordshire	100	58
Stock	South Devon	100	45
Stock	South-Eastern	100	82
Stock	Do., Deferred		53
Stock	Taff Vale	10 0	148

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The funds remain without recovery. Foreign securities, after a somewhat rapid rise, appear relapsing. The railway market has been rather strong, but has drooped for the last few days. The discount demand is moderate, and a large influx of bullion and increase in the reserve of the Bank renders an advance of the Bank rate improbable.

The prospectus of the Galleon Treasure Venture (Limited) has been issued. This company has been formed to recover the treasure from the galleons sunk in the harbour of Vigo, in the Spanish War of Succession, in the beginning of the last century, and which, according to contemporary records, appear to have had on board when they sunk more than fourteen millions pieces of eight, in plate, bullion, specie, and merchandise.

Two novelties are announced, in the way of insurance, which possess some essential attributes of advantage. The Prudential Assurance Company propose to issue life policies which shall not be forfeitable for non-payment of the *premia*. Where the *premia* are discontinued, instead of the policy being absolutely forfeited, the company will, on decease, pay a portion of the sum assured, bearing to the whole the same proportion as that of the *premia* actually paid to the whole amount of the *premia* payable. This will give to each policy an immediate value, and will increase the value of policies as securities. Such an advantage bestowed upon those insurers who do not keep up their payments withdraws from the company one source from whence they could recoup themselves for the loss on those policies in which death occurs early. Insurance rates are necessarily computed upon an average; whether or no this company will find it necessary to raise their general rate in consequence of this concession to a class we cannot of course conjecture. If so, the boon to the defaulting class will have been made to a certain extent at the expense of future assurers in general. To persons borrowing money on policies it certainly is an advantage, and will also meet an objection to insurance very reasonably entertained by men who fear lest with increasing family or other expenses they shall be unable to keep up their payments, and so lose the *premia* already paid.

The other new scheme to which we refer is one which will have interest for trades, and in fact for all classes of men who enter into partnerships. The determination of a partnership by

the death of one of the partners would often seriously hamper, if not ruin, the surviving partner or partners, were no provision made for that contingency. It might be impossible to maintain the business if the deceased partner's capital were immediately withdrawn, and to provide a substitution of capital by hastily taking in a new partner might be nearly as bad. Conveyancers are familiar with provisions in partnership deeds, intended to obviate this difficulty by making definite arrangements for a continuance of the deceased partner's capital in the business, or its gradual withdrawal. Another plan is that of a joint life assurance, under which, on the death of one partner, the other receives a sum equal to the deceased partner's capital. The objection to this, however, is that it is very expensive where the partnership is for a short term only, inasmuch as the insurance companies take no no tice of the fact that the policy is to be in force only for a limited number of years—years, too, in which the chance of death is probably not far off the minimum point. The English Assurance Company propose to issue a special class of Partnership Assurances, especially recognizing terms of years. To take the instance of a seven years' partnership;—an insurance under the old system, to cover £1,000, would on an average cost an annual premium of some £42, amounting with the interest to over £300 in the seven years. The English Assurance Company believe that, by specially recognizing terms of partnership, they can grant far easier rates, reducing the premium in the above case, for instance, to about £25, which, with the interest, would amount to under £200 in the seven years. There is certainly room for such a reduction as this, it being made *bona fide* and grounded, as we have seen, in reason, and we should imagine that it would result in an increase of this class of business, which would render the reduction remunerative in the interests of the company making it.

PERSONAL STATISTICS.—The oldest member of the Privy Council is Lord St. Leonards, aged 87; the youngest, his Royal Highness the Duke of Edinburgh, aged 24. The oldest judge in England is Vice-Chancellor Sir John Stuart, aged 75; the youngest, Sir H. Hannen, aged 48. The oldest judge in Ireland is the Right Hon. David R. Pigot, Chief Baron, aged 68; the youngest, the Right Hon. Michael Morris, aged 41. The oldest Scotch Lord of Session is Hercules J. Robertson, Lord Benholme, aged 72; the youngest, the Right Hon. Sir Colman O'Loghlen, aged 49.—*Who's Who.*

RESPONSIBILITY OF RAILWAY COMPANIES.—A question as to the responsibility of railway companies as carriers has just been decided at the Civil Tribunal of Paris. M. Say, sugar-refiner, had sent in February last a sum of 12,150f. in bank-notes by the Northern line to M. Martine, of Ham (Somme), in payment of certain merchandise. The bag which had contained the money was duly delivered, but on its being opened the contents were found to have disappeared. A suit now being brought to recover the above-mentioned sum from the company, the defendants pleaded art. 105 of the Commercial Code, which says:—"The reception of the object transported, and the payment of the cost of conveyance, preclude all action against the carrier." The Tribunal, however, decided that the clause in question was not applicable in the present instance, as the seam of the bag had been opened on the way, and had been sewed up again so skilfully that M. Martine could not possibly have seen from its outward appearance that it had been tampered with. A verdict against the railway company was consequently given.—*Daily Paper.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROSSE—On Feb. 14, the wife of Thomas Neufville Crosse, Esq., Solicitor, of a son.

STRATTON—On Feb. 11, at 16, Norfolk-street, Park-lane, the wife of George Stratton, Esq., Barrister-at-Law, of a daughter.

TRUEFITT—On Feb. 16, at 18, Weighton-road, South Penge-park, the wife of F. Truefitt, Esq., Solicitor, of a son.

MARRIAGES.

GODSON—BOUGHTON—On Feb. 16, at St. James's Church, Handsworth, Augustus Frederick Godson, Esq., M.A., Barrister-at-Law, of Oxon, and the Inner Temple, to Jane Charlotte, daughter of Edmund Boughton, Esq., of The Leverets, Handsworth.

DEATHS.

GASKELL—On Dec. 29, at Hongkong, William Gaskell, Esq., formerly Queen's Proctor and Crown Solicitor, aged 57.

GURNEY—On Feb. 16, at No. 21, Loraine-place, Holloway-road, Thomas Nelson Golding Gurney, Esq., Solicitor, of No. 7, Furnival's-inn, Holborn, aged 55.

HOSKINS—On Feb. 2, James Hoskins, Esq, Solicitor, Gosport.

MASON—On Feb. 12, at Barton-upon-Humber, Sarah Jane, wife of Henry Edward Mason, Esq., Solicitor, in her 27th year.

SHIELL—On Feb 14, at King-street House, Dundee, Alexandrina Ursula Wilhelmina Korn, wife of John Shiell, Esq., Solicitor, of Smithfield, Dundee.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 12, 1869.

LIMITED IN CHANCERY.

City Discount Company (Limited and Reduced).—Petition for winding-up, presented Feb 9, directed to be heard before Vice-Chancellor Malins on Feb 26. Mercer & Mercer, Mincing-lane, solicitors for the petitioners. Vice-Chancellor Malins has, by an order dated Feb 10, appointed Thomas Benjamin Muggeridge, of Catherine-ct, and Robert Stewart Craig, of 3, Sun-ct, Cornhill, provisional official liquidators.

East London Bank (Limited and Reduced).—Petition for reducing the capital from £2,000,000 to £1,000,000, presented to the Master of the Rolls on Jan 21, and the list of creditors to be made out as for March 2. Thomas & Hollams, Mincing-lane, solicitors for the bank.

International Contract Company (Limited).—Vice-Chancellor Stuart has fixed Feb 20 at 12, at his chambers, for the appointment of an official liquidator.

Liverpool Marine Credit Company (Limited and Reduced).—Order made by Vice-Chancellor James on Feb 5, for reducing the capital from £200,000 to £100,000. Chester & Urquhart, Staple-inn; for Lace & Co, Lpool.

STANNARIES OF CORNWALL.

Brea Consolidaced Tin and Copper Mining Company (Limited).—Petition for winding-up, presented Feb 5, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Feb 20 at 9. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 18, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or agent. Cock, Truro; for Newdall, Leeds, solicitors for the petitioner.

Trevesa and Brea Tin and Copper Mining Company (Limited).—Petition for winding-up, presented Feb 5, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Feb 20 at 9. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 18, and notice thereof must at the same time be given to the petitioner, his solicitor, or agent. Cock, Truro; for Newdall, Leeds, solicitors for the petitioner.

STANNARIES OF DEVON,

East Brockwopd Mining Company.—Petition for winding-up, presented Feb 4, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro on Feb 18 at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's office, Truro, on or before Feb 16, and notice thereof must at the same time be given to the petitioner, his solicitor, or agent. Cock, Truro; for Cater, Plymouth, solicitors for the petitioner.

TUESDAY, Feb. 16, 1869.

LIMITED IN CHANCERY.

Cheltenham and Swansea Railway Carriage and Wagon Company (Limited).—Petition for winding-up, presented Feb 11, directed to be heard before Vice Chancellor Malins on Feb 26. Mercer & Mercer, Mincing-lane; for Abbot & Leonard, Bristol, solicitors for the petitioner.

United Service Company (Limited).—The Master of the Rolls has, by an order dated Dec 14, appointed Frederick Whinney, of 8, Old Jewry, official liquidator; and also, by an order, dated Dec 23, appointed Septimus Vaughan Morgan, of Bombay, agent for Frederick Whinney, for the purpose of collecting and getting in the outstanding credits and assets of the company, in India, Ceylon, Japan, and China. Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts and claims, to Frederick Whinney, of 8, Old Jewry. Thursday, July 1 at 11, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

International Life Assurance Society.—Petition for winding-up, presented Feb 16, directed to be heard before Vice-Chancellor Malins on Feb 26. Merriman, Queen-st, Cheapside, solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Feb. 12, 1868.

Bedwelty Union, Carpenters' Arms Inn, Blackwood, Monmouth. Feb 3.

TUESDAY, Feb. 16, 1869.

All Souls Sunday School Sick Society, All Souls School, Harding-st Every-st, Ancoats, Manch. Feb 11.

Colliers Friendly Society, Talbot Arms Inn, Cardiff, Glamorgan. Feb 11.

Friendly Benefit Society, West-st, Maidenhead, Berks. Feb 11.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 12, 1869.

Cumming, Joseph Geo, St John's Vicarage, Bethnal-green, Clerk in Holy Orders. March 8. Cumming v Cumming, V.C. Malins. Vallance, Essex-st, Strand.

Day, Wallace, Hitchin, Hertford, Solicitor. March 11. Brocklebank v Law, V.C. Stuart. Peed, Cambridge.

Fytche, Anne, Thorpe Hall, Lincoln, Widow. March 6. Fytche v Fytche, V.C. Malins. Russell, Bedford-row.

Radcliffe, Joshua, Rochdale, Lancaster, Gent. March 11. Radcliffe v Wood, M. R. Jackson, Rochdale.

Robinson, Jas, Whitfield, Derby, Farmer. March 4. Robinson v Robinson, V.C. James. Brooks, Manch.

TUESDAY, Feb. 16, 1869.

Dowler, Anne Robbins, Knowle, Warwick, Spinster. March 31. Dowle v Dowler, V.C. James. Allen, Birm.

Dowler, Mary Ann, Birm, Spinster. March 31. Dowler v Dowler, V.C. James. Baker, Birm.

Dowler, Sarah, Birm, Spinster. March 31. Dowler v Dowler, V.C. James. Baker, Birm.

Dowler, Thos, Birm, Manufacturer. March 31. Dowler v Dowler, V.C. James. Baker, Birm.

Gresley, Sir Thos, Caldwell Hall, Derby. March 24. Gamul v Gresley, V.C. Stuart. Whateley, Birm.

Moore, John, Plymouth, Devon, Esq. March 30. Moore v Moore, M. R. Farrar, Carter-lane, Doctors'-commons.

Wilson, Jane, Keswick, Cumberland, Widow. March 20. Wilson v Bellas, M. R. Ansell, Keswick.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 12, 1869.

Austin, Martha, Little Budworth, Chester, Widow. April 1. Cheshire, Northwich.

Barlow, John, Little Budworth, Chester, Farmer. April 1. Cheshire, Northwich.

Blanch, John, Hanover-st, Peckham Rye, Gunmaker. March 25. Lucas & Showler, Trinity-pl, Charing-cross.

Blake, Thos, Horstead, Norfolk, Esq. March 21. Price & Co, New-sq, Lincoln's-inn.

Cross, Jas, Petersfinger, Wilts, Yeoman. March 1. Kelsey & Son, Salisbury.

Cuerton, Hy, North Bank-st, Marylebone, Stock Broker. March 15. Humphreys & Mogan, Giltspur-chambers, Newgate-st.

Day, John, Gt Percy-st, Clerkenwell, Gent. March 22. Gratton, Gray's-inn-sq.

Dives, Jas, Lee, Kent, Farmer. March 11. Head & Son, East Grinstead.

Durham, Sarah, Beckley, Sussex, Widow. March 25. Whittington & Son, Dean-st, Finsbury-sq.

Ewart, Joseph Christopher, New Brighton, Chester, Esq. April 13. Ellis & Field, Lpool.

Ford, Robt, Fenchurch-st, Shipowner. March 31. Wharton & Fords, Lincoln's-inn-fields.

Goodbarne, Willis Kirby, Tadcaster, York, Farmer. April 1. Thompson, Tadcaster.

Grinslade, Geo, High-st, Southwark, Carrier. May 1. Potter, King-st, Cheapside.

Hill, Edwd, Southwell, Nottingham, Gent. March 23. Stenton, Southwell.

Isoz, Louise, Denton-park, York, Gentlewoman. March 25. Edmondson, Denton.

Laidler, Jas, Fulham, Esq. May 1. Mason, Maddox-st, Regent-st.

Nicholson, Thos, Castleford, York, Gent. May 1. Bradley, Castleford.

Pearson, John, Castleford, York, Gent. May 1. Bradley, Castleford.

Potter, Hy Sherriff, Penge, Gent. May 1. Potter, King-st, Cheapside.

Rigby, Joseph, Lansdown-crescent, Notting-hill, Esq. April 8. Berkeley, Gray's-inn-sq.

Sheppard, John Geo, Kidderminster, Worcester, Clerk. March 25. Talbot, Kidderminster,

Sparke, Anna Maria, Plymouth, Devon, Widow. July 1. Rooker & Co, Plymouth.

Sparke, Isaac, Plymouth, Devon, Gent. July 1. Matthews, Plymouth.

Tardrew, Margaret, Carmarthen, Widow. March 10. James, Haverfordwest.

Terry, John, Bray, Berks, Esq. May 1. Brown, Maidenhead.

Tootal, Hy, Upper Seymour-st, Portman-sq. March 25. Cobb & Southey, Westminster-chambers.

Webb, Felix Alford Cooper, Wednesbury, Stafford, Gas Tube Manufacturer. March 25. Ebsworth, Wednesbury.

Willich, Anne Agnetha Wilhelmina, Montpelier-sq, Rutland-gate, Widow. Feb 26. Sharp, Gresham House, Old Broad-st.

Wilson, Benj, Southport, Lancaster, Esq. March 25. Radcliffe, Blackburn.

TUESDAY, Feb. 16, 1869.

Bristow, Edwd, West Grinsted, Sussex, Farmer. March 25. Medwin, Horsham.

Brumfitt, Susannah, Bradford, York, Spinster. May 1. Wood & Killick, Bradford.

Burnett, John, Cawdry, Bradnop, Staffordshire, Yeoman. April 24. Challinor & Co, Leek.

Collins, Robt Watts, Inglestone Common, Gloucester, Yeoman. April 12. Dauncey, Wotton-under-Edge.

Cook, John Douglas, The Albany, Piccadilly, Esq. April 12. Lumley, Sackville-st, Piccadilly.

Davis, John, Cinderford, Gloucester, Mining Engineer. March 10. Wintle & Maule, Newnham.

Duncan, Rev Geo John Craig, Pembridge-gardens, Bayswater. March 31. Lewis & Co, Old Jewry-lane.

Fidler, Saml, Buxton, Derby, Livery Stable Keeper. April 1. Taylor, Buxton.

Gransden, Robt, Southampton, Clerk of the Works in the Southampton Dock Company. March 16. Howell, Southampton.

Heathcock, Jas, Worcester, Gent. March 15. Pearman and Bernard & King, Stourbridge.

Kelsall, Thos Seddon, Aldridge-rd-villas, Esq. March 31. Crowdy, Serjeant's-inn, Fleet-st.

Lewis, Edwd, Bristol, Carpenter. April 5. Sweet, Bristol.

Prole, Margaret, Portman-st, Portman-sq, Widow. March 31. Ellerton & Macmullen, Kensington-gardens-sq.

Scrimshaw, Wm Ward, Wisbech St Peter, Cambridge, Yeoman. April 6. Fraser & Watson, Wisbech.

Swindells, Alex, Gothic Farm, Romiley, Chester, Contractor. March 12. Reddish & Lake, Stockport.

Taylor, Geo, Birm, Licensed Victualler. March 25. Ansell, Birm.

Thompson, John, Nettlebed, Oxfordshire, Stoneware Manufacturer. March 20. Hare, Mitre-ct, Temple.

Webster, Jas, Godalming, Surrey, Esq. April 30. Darvill & Co, New Windsor.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 12, 1869.

Allen, Wm, Lpool, Grocer. Jan 22. Asst. Reg Feb 10.

Barnes, Chas, Norwich, Licensed Victualler. Jan 19. Comp. Reg Feb 14.

Baron, Jas Hirst, Barnsley, York, Grocer. Jan 19. Asst. Reg Feb 21.

Baume, John Wesley, Halifax, York, Ironmonger. Jan 12. Asst. Reg Feb 9.

Baxter, Abraham, Oldham, Lancaster Tobacconist. Feb 4. Comp. Reg Feb 10.

Bowra, John, Strood, Kent, Butcher. Jan 28. Comp. Reg Feb 9.

Bunn, Thos, Bermondsey-st, Corn Chandler. Jan 22. Asst. Reg Feb 11.

Carr, Thos, & Alfred Septimus Hill, Widnes, Lancaster, Alkali Manufacturers. Jan 26. Comp. Reg Feb 12.

Carter, Jas Perriros, Essex-rd, Islington, Provision Dealer. Feb 1. Comp. Reg Feb 12.

Catlow, Wm Harrison, Colne, Lancaster, Cotton Cloth Manufacturer. Jan 19. Comp. Reg Feb 11.

Chadwick, Geo, Salford, Lancaster, Grocer. Feb 3. Comp. Reg Feb 11.

Civill, Geo, Heckmondwike, York, Boot Maker. Dec 30. Asst. Reg Feb 8.

Cole, Wm Hy, Exeter, Grocer. Jan 14. Asst. Reg Feb 12.

Combes, Hy, Jas, Exeter, Chemist. Jan 13. Comp. Reg Feb 9.

Cornish, Edwd, Exmouth-st, Clerkenwell, Leather Seller. Jan 20. Comp. Reg Feb 9.

Davison, Thos, Blyth, Northumberland, Miller. Jan 5. Asst. Reg Feb 10.

Flint, Wm, Albert-yd, Stanhope-st, Camden-town, Cab Proprietor. Feb 9. Comp. Reg Feb 10.

Hatherington, Wm Jas, & Joseph Heard, Lpool, Fruit Merchants. Feb 5. Inspectorship. Reg Feb 11.

Hollingshead, Chas, Geo, Derby, Confectioner. Jan 22. Comp. Reg Feb 9.

James, Chas Thos, Bristol, Gasfitter. Feb 2. Asst. Reg Feb 20.

Lake, Thos, Wakefield, York, Hop Merchant. Jan 19. Comp. Reg Feb 11.

Lawrence, Hy, Reading, Berkshire, Grocer. Jan 24. Asst. Reg Feb 9.

Leeder, Wm, Salhouse, Norfolk, Farmer. Jan 14. Asst. Reg Feb 10.

Logan, Robt, Mewcastle-upon-Tyne, Oil Merchant. Jan 13. Comp. Reg Feb 9.

Membrey, Wm Fredk, East Greenwich, Bricklayer. Jan 16. Comp. Reg Feb 11.

Mitchell, Saml, Cardiff, Glamorgan, Grocer. Jan 18. Comp. Reg Feb 10.

Payne, Jacob Hugh, Oakham, Rutland, Chemist. Jan 15. Asst. Reg Feb 10.

Piper, Wilson, Thos, Bishopsgate-st Without, Builder. Feb 5. Asst. Reg Feb 10.

Rees, Jeremiah, Pontardawe, Glamorgan, Boot maker. Jan 28. Comp. Reg Feb 11.

Serjeantson, Isaac, Foggathorpe, York, Joiner. Jan 13. Asst. Reg Feb 9.

Shepherd, Wm, Willenhall, Stafford, Carrier. Jan 14. Comp. Reg Feb 10.

Smith, Geo, Leicester, Boot Maker. Jan 15. Asst. Reg Feb 12.

Smith, Geo, Everson, Trinity-lane, Woollen Warehouseman. Jan 13. Asst. Reg Feb 10.

Spencer, Chas, Birm, Gent. Jan 15. Comp. Reg Feb 12.

Talbot Robt, Joseph, Preston, Lancaster, Grocer. Jan 20. Asst. Reg Feb 12.

Twinch, Fredk, & John Twinch, Windsor, Berks, Brewers. Feb 10. Comp. Reg Feb 11.

Westgate, Jas, Brighton, Sussex, Coal Merchant. Jan 28. Comp. Reg Feb 11.

Wheelwright, Fredk, & Joseph Wheelwright, Birm, Jewellers. Jan 27. Comp. Reg Feb 12.

White, Joseph, Benj, Leman-st, Goodman's-fields, Corn Dealer. Feb 8. Comp. Reg Feb 11.

Whittick, Matilda, Bath, Innkeeper. Jan 20. Comp. Reg Feb 20.

Williams, Matilda, Menai Bridge, Anglesey, Candle Manufacturer. Jan 29. Comp. Reg Feb 9.

Willsden, Geo, Shillingford, Oxford, Coal Merchant. Jan 27. Comp. Reg Feb 9.

Winter, Geo Wm Hy, Leeds, Hosier. Jan 23. Comp. Reg Feb 9.

Woollatt, Geo, Derby, Upholsterer. Jan 12. Asst. Reg Feb 8.

TUESDAY, Feb. 16, 1869.

Acton, Edwd, Lpool, Draper. Jan 16. Asst. Reg Feb 12.

Archer, Hy, Blackpool, Lancaster, Tailor. Jan 18. Asst. Reg Feb 12.

Arculus, Isaac, Birm, Boot Maker. Jan 13. Comp. Reg Feb 15.

Baden, Thos, Jenner, Oxenwood Farm, Berks, Farmer. Jan 14. Asst. Reg Feb 13.

Bailey, John, Skirbeck, Lincoln, & Robt Bailey, Boston, Millers. Jan 13. Comp. Reg Feb 15.

Baxter, Saml, Kidsgrove, Stafford, Grocer. Jan 6. Asst. Reg Feb 16.
Benedict, Elias, Lpool, Jeweller. Jan 27. Comp. Reg Feb 12.
Brooking, Nicholas, Dartmouth, Devon, Gent. Jan 30. Comp. Reg Feb 15.
Bunnett, Wm Jacob, Westminster-bridge-rd, Lambeth, Blind Maker. Feb 1. Comp. Reg Feb 12.
Cross, Margaret, Manch, Licensed Victualler. Jan 29. Comp. Reg Feb 15.
Docwra, Chas, Whitsey, Lambeth-walk, Cheesemonger. Jan 18. Asst. Reg Feb 12.
Entwistle, John, Brindle, Lancaster, Farmer. Jan 25. Comp. Reg Feb 12.
Etheridge, Wm, Williams-ter, Lower-rd, Rotherithe, Stone Mason. Feb 9. Comp. Reg Feb 13.
Ford, John Stephen, Cator-st, Commercial-rd, Peckham, out of business. Feb 9. Asst. Reg Feb 13.
Grundell, Johnson, Bridlington, York, Builder. Jan 12. Comp. Reg Feb 16.
Halliday, Benj, Williamson, Leeds, out of business. Jan 28. Comp. Reg Feb 15.
Harper, Hy, Brierly-hill, Stafford, Publican. Dec 31. Comp. Reg Feb 15.
Harris, Thos Levi, Dudley, Worcester, Gent. Jan 15. Comp. Reg Feb 25.
Hazard, Geo Whitfield, & Geo King, Newport, Isle of Wight, Drapers. Jan 16. Asst. Reg Feb 12.
Heap Wm, Cheetham-within-Manch, Commission Salesman. Jan 27. Comp. Reg Feb 13.
Herbert, Wm, Abergavenny, Monmouth, Boot Maker. Jan 16. Asst. Reg Feb 16.
Howson, Thos John, Gateshead, Durham, Chemist. Jan 16. Asst. Reg Feb 12.
Humphreys, John, Kilburn, Builder. Feb 10. Comp. Reg Feb 16.
Hulme, Saml, Manch, Provision Dealer. Jan 29. Asst. Reg Feb 15.
Ivey, Clement Dunsford, Devenport, Devon, Cordwainer. Jan 21. Comp. Reg Feb 16.
Johnson, John, Lambourn-rd, Clapham, Builder. Feb 3. Comp. Reg Feb 12.
Johnson, Joseph, Mare-st, Hackney, Cheesemonger. Feb 11. Comp. Reg Feb 13.
Keogh, Hy, Wycombe-ter, Hornsey-rd, Confectioner. Feb 9. Comp. Reg Feb 15.
Meadowcroft, John, Red-st, Stafford, Grocer. Jan 30. Asst. Reg Feb 15.
Moss, David, Basinghall-st, Merchant. Jan 7. Asst. Reg Feb 13.
Napper, Gideon, Keynsham, Somerset, Licensed Victualler. Jan 11. Comp. Reg Feb 26.
Parker, Wm, Hastings, Sussex. Tailor. Jan 18. Asst. Reg Feb 12.
Rogers, Geo, Bristol, Cabinet Maker. Jan 13. Asst. Reg Feb 15.
Stower, Jacob Singleton, & Wm Blanchard, Boston, Lincoln, Grocers. Jan 19. Asst. Reg Feb 16.
Walker, Wm, Falcon-st, Trimming Manufacturer. Feb 1. Comp. Reg Feb 15.
Wall, Hy, St Swithin's-lane, Tailer. Jan 16. Asst. Reg Feb 12.
Walson, Jas Cope, Langtoft, Miller. Jan 15. Asst. Reg Feb 13.
Weedon, Wm, Bristol, Plumber. Jan 28. Comp. Reg Feb 13.

Bankrupts.

FRIDAY, Feb 12, 1869.

To Surrender in London.

Atkins, Jas, Bow-st, Covent-garden, Greengrocer. Pet Feb 8. Pepys. Feb 26 at 12. Goatley, Bow-st, Covent-garden.
Chandler, John, Commerce-pl, Notting-hill, Provision Dealer. Pet Feb 9. Roche. Feb 24 at 12. Scott, Union-ct, Old Broad-st.
Chitty, Hy, Askew-rd, Starch-green, out of business. Pet Feb 9. Pepys. Feb 26 at 1. Wilding, Tichbourne-st, Edgware-rd.
Coulson, Jas, Canterbury, Kent, Confectioner. Pet Feb 6. Pepys. Feb 26 at 11. Denny, Coleman-st.
Crisp, Wm, Aldborough, Suffolk, Baker. Pet Feb 9. March 1 at 2. Sharpe, Framlingham.
Feedam, Chas, Beresford-st, Walworth, Baker. Pet Feb 10. Roche. Feb 24 at 12. Dobie, Gresham-st.
Gill, Wm, Prisoner for Debt, London. Pet Feb 8 (for pau). Brougham. March 1 at 2. Lander, St Paul's-crescent, Camden-town.
Hambelton, Thos Bales, Adelaide-pl, Westferry-rd, Millwall, Baker. Pet Feb 4. Pepys. Feb 25 at 2. Russell & Co, Old Jewry-chambers.
Hobbs, Augustus, Wimbledon, Dairyman. Pet Feb 6. Pepys. Feb 26 at 12. Scard & Son, Gt St Helen's.
Huish, Saml Hyde, Ebury-st, Pimlico, Plumber. Pet Feb 9. Pepys. Feb 26 at 12. Hanrott, Bedford-row.
King, Hy, Birkbeck-rd, Hornsey-rise, Meat Salesman. Pet Feb 9. Roche. Feb 24 at 12. Buchanan, Basinghall-st.
Mack, Sarah Anne, Fish-st-hill, Lady's Maid. Pet Feb 8. Roche. Feb 24 at 11. Jarman, Basinghall-st.
Marsh, Thos, Prisoner for Debt, London. Pet Feb 8 (for pau). Pepys. Feb 26 at 2. Biddles, South-sq, Gray's-inn.
Mathews, Edwd Wm, Haywards Heath, Sussex, Builder. Pet Feb 10. Pepys. Feb 26 at 2. Greenwood, Gt James-st.
Noble, Thos Edwd, Marylebone-rd, Milliner. Pet Feb 10. Pepys. Feb 26 at 2. Rice, Streatham-pl, Brixton-hill.
Normanville, Louis de, Brighton, Milliner. Pet Feb 11. Roche. Feb 24 at 12. Lumley & Lumley, Old Jewry-chambers; for Bentley, Brighton.
Pallant, John, Hadleigh, Suffolk, Builder. Pet Feb 8. March 1 at 1. Nickinson & Co, Chancery-lane.
Reed, Edwd, Prisoner for Debt, London. Pet Feb 4 (for pau). Brougham. March 1 at 12. Harrison, Basinghall-st.
Reynolds, Benj, Paxton-rd, Chiswick, Builder. Pet Feb 8. March 1 at 1. Lydall, Southampton-bldgs, Chancery-lane.
Russell, Wm Farrar, Tollington-rd, Holloway, Cattle Salesman. Pet Feb 8. Roche. Feb 24 at 11. Steadman, London-wall.
Saltmarsh, Wm, Mare-st, Hackney, Dairyman. Pet Feb 6. March 1 at 12. Goatley, Bow-st, Covent-garden.
Simmonds, Jonathan Saml, King-st, Haggerstone, Bootmaker. Pet Feb 5. Pepys. Feb 26 at 11. Dubois & Co, Church-passage, Gresham-st.
Small, Edwd Williams, Stanhope-st, Hampstead-rd, Commercial Clerk. Pet Feb 8. Pepys. Feb 26 at 1. Biddles, South-sq, Gray's-inn.
Smith, Geo, Church Cobham, Surrey, Engineer. Pet Jan 10. Pepys. Feb 26 at 2. Brown, Weaver's Hall, Basinghall-st.
Stevenson, Anne, Prospect-row, Woolwich, Beer Retailer. Pet Feb 10. March 3 at 12. Buchanan, Basinghall-st.
Streeting, Chas Fredk, Union-st, Middlesex Hospital, Journeyman Bootmaker. Pet Feb 9. Roche. Feb 24 at 11. Harrison, Basinghall-st.
Taplin, Owen, Gt Missenden, Bucks, Farmer. Pet Feb 9. Roche. Feb 24 at 11. Heathfield, Lincoln's-inn-fields.
Watson, Wm, Nottingham-pl, Marylebone-rd, Professor of Music, Pet Feb 10. Roche. Feb 24 at 12. Kynaston, King Arms-yard, Moorgate-st.
Welch, Wm, Nutford-pl, Bryanstone-sq, Baker. Pet Feb 8. March 1 at 1. King, Birchin-lane.
Whitlock, Joseph, Devonshire-mews, South Portland-pl, Cab Driver Pet Feb 8. March 1 at 2. Boydell, South-sq, Gray's-inn.
Willicomb, Wm, Brunswick-ter, Well-st, Hackney, Baker. Pet Feb 10. Roche. Feb 24 at 12. Rickets, Frederick-st, Gray's-inn-rd.
Williams, Wm Pitt, Yarmouth, Norfolk, Cigar Manufacturer. Pet Dec 29. March 3 at 12. Eagleton & Mason, Newgate-st.

To Surrender in the Country.

Atkins, Arthur, Birm, Boat Builder's Foreman. Pet Feb 4. Guest. Birm, March 12 at 10. Maher, Birm.
Attwell, John, Bishopston, Gloucester, Licensed Victualler. Pet Feb 3. Wilde. Bristol, Feb 23 at 11. Atchley, Bristol.
Atwood, John Jennings, Elham, Kent, out of business. Pet Feb 10. Wilks. Hythe, Feb 25 at 11. De Lassaux, Canterbury.
Bailey, John, Prisoner for Debt, Warwick. Adj Jan 21. Guest. Birm, March 12 at 10.
Barker, Robert, Northampton, Writing Clerk. Pet Feb 8. Dennis Northampton, Feb 27 at 10. White, Northampton.
Barnaby, Geo, Worlaby, Lincoln, Farrier. Pet Feb 9. Hett. Brigg, Feb 26 at 11. Robbs, Brigg.
Barron, Hartley, Mexbrough, York, Bookkeeper. Pet Feb 5. Shirley. Doncaster, Feb 24 at 12. Brown, Rotherham.
Barron, Thos, Mexbrough, York, Glass Blower. Pet Feb 5. Shirley. Doncaster, Feb 24 at 12. Brown, Rotherham.
Barron, John, Mexbrough, York, Glass Blower. Pet Feb 5. Shirley. Doncaster, Feb 24 at 12. Brown, Rotherham.
Beard, Geo, Birm, Iron Master. Pet Feb 8. Hill. Birm, Feb 24 at 12. James & Griffin, Birm.
Bearcroft, Richd Jas, Brighton, Sussex, Dentist. Pet Feb 9. Eversched. Brighton, March 1 at 11. Mills, Brighton.
Belcher, Isaiah, Wolverhampton, Stafford, Edge Tool Maker. Pet Feb 8. Hill. Birm, Feb 24 at 12. Barrow, Wolverhampton; James & Griffin, Birm.
Bodley, John, Torquay, Baker. Pet Feb 9. Pidsley. Newton Abbot, Feb 23 at 11. Hooper & Mickelmore, Newton Abbott.
Bridgen, Thos, Meopham, Kent, Carpenter. Pet Feb 9. Southgate. Gravesend, Feb 29 at 10. Shariand, Gravesend.
Caldwell, Geo, Wigan, Lancaster, Provision-shop Keeper. Pet Feb 10. Fardell. Manch, Feb 23 at 12. Gardner, Manch.
Catterall, Peter, Tyldesley, Lancaster, Labourer. Pet Feb 10. Holden. Leigh, March 3 at 1. Ramwell, Bolton.
Cluett, Fredk, Birm, out of business. Pet Feb 8. Guest. Birm, March 12 at 10. Reece & Harris, Birm.
Coates, Hy, York, Marske, Retailer of Beer. Pet Feb 9. Crosby. Stockton-on-Tees, Feb 24 at 11. Clemmet, Stockton.
Coleman, Chas, Souldern, Oxford, out of business. Pet Feb 9. Hawkins. Woodstock, Feb 24 at 12.30. Hilby, Banbury.
Cookson, Mary Ann, Elland, York, Beerhouse Keeper. Pet Feb 9. Rankin. Halifax, Feb 26 at 10. Holroyde & Smith, Halifax.
Cullen, Wm Gibbon, Dursley, Gloucester, Brewer. Pet Feb 8. Wilde. Bristol, Feb 24 at 11. Harvey, Old Jewry; Press & Inskip, Bristol.
Davies, John Mark, Nottingham, Wine Merchant. Pet Feb 8. Patchitt. Nottingham, Feb 24 at 10.30. Heathcote, Nottingham.
Dawes, Chas, Newhall, Derby, Brewer's Clerk. Pet Feb 10. Hubbersty. Burton-upon-Trent, March 3 at 10.30. Wilson, Burton-on-Trent.
Deacon, Robt, Frome Selwood, Somerset, Carpenter. Pet Feb 10. Messiter. Frome, Feb 25 at 11. Ames, Frome.
Edmondson, Holt, Hulme, Manch, Drysalter's Traveller. Pet Feb 9. Hulton. Salford, Feb 27 at 9.30. Walmsley, Manch.
Edwardes, Geo Hy, Worth, Sussex, Comm Agent. Pet Feb 3. Pearless. East Grinstead, Feb 25 at 2. Hicklin, Trinity-sq, Borough.
Evans, Wm Luke, Cardiff, Glamorgan, Chemist. Pet Feb 8. Wilde. Bristol, Feb 24 at 11. Head, Cardiff; Beckingham, Bristol.
Evans, Jas, Prisoner for Debt, Winchester. Adj Jan 18. Portsmouth Feb 26 at 12. Champ, Portsea.
Evens, Wm Condy, Torquay, Devon, Shop Keeper. Pet Feb 9. Exeter, Feb 23 at 11. Bishop, Torquay; Fryer, Exeter.
Finch, Hy, Leicester, Clicker. Pet Feb 6. Ingram. Leicester, Feb 27 at 10. Spooner, Leicester.
Foster, Joseph, Whalley, Derby, Timber Merchant. Pet Feb 9. Leeds, March 3 at 12. Binney & Son, Sheffield.
Green, Hy, Chipping Norton, Oxford, Upholsterer. Pet Feb 9. Wilkins. Chipping Norton, March 2 at 12. Kilby, Chipping Norton.
Hardman, Jas, Little Bolton, Lancaster, Iron Molder. Pet Feb 8. Holden. Bolton, Feb 24 at 10. Edge & Dawson, Bolton.
Hatfield, John, Derby, Grocer. Pet Feb 9. Wake. Chesterfield, March 2 at 11. Binney & Son, Sheffield.
Hayward, Robt, Prisoner for Debt, Winchester. Adj Jan 18. Howard. Portsmouth, Feb 26 at 12. Champ, Portsea.
Hill, Mary, Leominster, Hereford, Coach Builder. Pet Feb 9. Hill. Birm, Feb 24 at 12. Moore, Leominster; Reece & Harris, Birm.
Hinton, Thos, Wolverhampton, Stafford, Licensed Victualler. Pet Feb 9. Brown. Wolverhampton, Feb 27 at 12. Dallow, Wolverhampton.
Hobrough, Wm Fras, Boston, Lincoln, Contractor for Public Works. Pet Feb 9. Tudor. Birm, Feb 23 at 11. Brackenbury, Alford.
Hobson, Wm Jackson, Prisoner for Debt, Lancaster. Adj Jan 20. Hulton. Salford, Feb 27 at 9.30.
Horton, Thos, West Haddon, Northampton, Baker. Pet Feb 8. Willoughby. Daventry, Feb 17 at 10. Guy, Daventry.

Jeffery, Moses Wm, Tranmere, Chester, out of business. Pet Feb 9. Wason. Birkenhead, Feb 24 at 10. Preston, Lpool.
Jones, Jas, Brynmawr, Brecon, out off business. Pet Feb 11. Shepard. Tredegar, Feb 26 at 11. Jones, Abergavenny.
Ketley, Wm Lees, Wolverhampton, Stafford, Railway Porter. Pet Feb 6. Brown. Wolverhampton, Feb 27 at 12. Stratton, Wolverhampton.
Knowles, Joseph, Horton, York, Boot Maker. Pet Feb 9. Bradford, Feb 23 at 9.15. Berry, Bradford.
Laband, Wm, Birm, Carver. Pet Feb 9. Guest. Birm, March 12 at 10. Rowlands, Birm.
Liddle, John, West Hartlepool, Durham, Builder. Pet Feb 8. Child. Hartlepool, Feb 27 at 11. Brunton, West Hartlepool.
Lloyd, David, Treherbert, Glamorgan, Carpenter. Pet Feb 6. Spickett. Pontypridd, Feb 23 at 12. Morgan, Pontypridd.
Lodge, Jas, Cardiff, Glamorgan, Iron Dealer. Pet Feb 4. Wilde. Bristol, Feb 24 at 11. Press & Inksip, Bristol.
Love, Mary Wadland, & Eliz Walk Tolchard, Ivybridge, Devon, Tea Dealers. Pet Feb 2. Pearce. East Stonehouse, Feb 24 at 11. Edmonds & Sons, Plymouth.
Machin, Anthony, Ripley, Derby, Beerhouse Keeper. Pet Feb 8. Hubbertsy. Alfreton, Feb 22 at 12. Smith, Derby.
Martin, Geo, Southsea, Hants, Railway Porter. Pet Feb 5. Howard. Portsmouth, Feb 26 at 12. Champ, Portsea.
Mitchell, Wm, Bolton-le-Moors, Lancaster, Mineral Dealer. Pet Feb 11. Fardell. Manch, Feb 24 at 11. Marsland & Addleshaw, Manch.
Morris, Edwd, Newbold Moor, Derby, Grocer. Pet Feb 1. Wake. Chesterfield, March 2 at 11. Gee, Chesterfield.
Moyle, Geo, Fernsplat, Cornwall, Bran Merchant. Pet Feb 1. Peter. Redruth, March 2 at 11. Trevenal, Redruth.
Oakden, Edwd, Sutton, Lancaster, Painter. Pet Feb 6. Ansdell. St Helen's, Feb 24 at 11. Swift, St Helen's.
Oakley, John, Leethorpe, Leicester, Farmer. Pet Feb 9. Tudor. Birm, Feb 23 at 11. Everrall, Nottingham.
Oxley, Joseph, Tunstall, Stafford, out of business. Pet Feb 9. Challinor. Hanley, March 13 at 10. Salt, Tunstall.
Oxtoby, John, Brigg, Lincoln, Miller. Pet Feb 10. Leeds, Feb 24 at 12. Newell & Priestley, Barton-upon-Humber; Stamp & Co, Hull.
Plant, John, Stone, Stafford, Grocer. Pet Feb 9. Middleton. Stone. Feb 23 at 3. Robinson & Demster, Eccleshall.
Plant, Jas, Tideswell, Derby, Tinman. Pet Feb 4. Hubbertsy. Bakewell, March 1 at 11. Neale, Matlock.
Pitt, Joseph, Birm, Coal Merchant. Pet Feb 10. Hill. Birm, Feb 24 at 12. Free, Birm.
Quarm, Geo, Kingsbridge, Devon. Pet Feb 8. Square. Kingsbridge, Feb 25 at 11. Lidstone.
Radciyffe, Thos, jun, Harbury, Warwick, Boiler Maker. Pet Feb 9. Tudor. Birm, Feb 26 at 12. James & Griffin, Birm.
Reynolds, John Phillips, Swineshead, Lincoln, Wool Buyer. Pet Feb 9. Staniland. Boston, Feb 24 at 10. Bailes, Boston.
Rhodes, Geo, Chorlton-upon-Medlock, Manch, Joiner. Pet Feb 8. Macrae. Manch, Feb 26 at 11. Cooper & Sons, Manch.
Rickett, Arthur, Birm, Commercial Traveller. Pet Feb 10. Hill. Birm, Feb 24 at 12. Coleman, Birm.
Robinson, Geo, Birm, out of business. Pet Feb 8. Guest. Birm, March 12 at 10. Parry, Birm.
Rogers, Fras, Monks Risborough, Buckingham, Miller. Pet Feb 8. Parker. High Wycombe, Feb 24 at 11. Clarke, High Wycombe.
Rothwell, Thos, Waterside, Chester, Mill Manager. Pet Feb 8. Fardell. Manch, Feb 22 at 11. Owen, Manch.
Schofield, John, Kirkdale, Lancaster, Labourer. Pet Feb 5. Hime. Lpool, Feb 22 at 2. Luton, Lpool.
Smith, Geo, Birkenhead, Fishmonger. Pet Feb 9. Wason. Birkenhead, Feb 24 at 10. Anderson, Birkenhead.
Smith, Robt Thos, Burton-on-Trent, Stafford, Clerk. Pet Feb 10. Hubbertsy. Burton-on-Trent, March 3 at 10.30. Wilson, Burton-on-Trent.
Sore, Jane, Bury St Edmund's, Suffolk, Cooper, Pet Feb 11. Collins. Bury St Edmund's, Feb 25 at 10. Salmon, Bury St Edmund's.
Taylor, Chas, New Radford, Nottingham, Labourer, Pet Feb 10. Patchitt. Nottingham, Feb 24 at 10.30. Heathcote, Nottingham.
Tyler, Wm, Wolverhampton, Stafford, Boot Manufacturer. Pet Feb 9. Hill. Birm, Feb 24 at 12. Underhill, Wolverhampton; Green, Birm.
Wall, Wm Hy, Barbourne, Worcester, Publican. Pet Feb 8. Crisp. Worcester, Feb 25 at 11. Wilson, Worcester.
Ward, John Lovett, jun, Stratford-on-Avon, Warwick, Ironmonger's Assistant. Pet Feb 4. Hobbes. Stratford-on-Avon, Feb 23 at 12. East, Birm.
Watkins, Walter Clissold, Everton, Lpool, Scholastic Agent. Pet Feb 6. Hime. Lpool, Feb 22 at 2.30. Bellringer, Lpool.
Wheatley, Thompson, East Retford, Nottingham, Tailor. Pet Feb 10. Leeds, March 3 at 12. Rex, Lincoln.
White, Wm, Pulloxhill, Bedford, Cattle Dealer. Pet Feb 8. Wright. Ampthill, Feb 25 at 12. Conquest & Stimson, Bedford.
Williams, Wm Richd, Hendy, Grocer. Pet Feb 3. Morris. Llanelly, Feb 22 at 12. Morris, Swansea.
Wilson, Joseph Michael, & J. Whitworth Lord, Manch, Merchants. Pet Jan 27. Fardell. Manch, Feb 23 at 12. Cobbett & Co, Manch.
Winne, John Jas, Torquay, Devon, Lieutenant R.M. Pet Feb 8. Pidsley. Torquay, Feb 23 at 11. Carter, Torquay.
Wood, Geo, Hurstpierpoint, Sussex, Butcher. Pet Feb 10. Waugh. Cuckfield, Feb 24 at 11. Penfold, Brighton.

TUESDAY, Feb. 16, 1869.

To Surrender in London.

Baily, Edwd, Knockholt, Kent, Butcher. Pet Feb 13. Pepys. March 4 at 1. Pittman, Gnildhall-chambers.
Banting, Robt, Florence-ter, Portobello-rd, Kensington, Painter. Pet Feb 11. Murray. March 1 at 11. Standman, London-wall.
Beecroft, Joseph, Prisoner for Debt, London. Pet Feb 12 (for pau). Murray. March 1 at 12. Biddles, South-sq, Gray's-inn.
Berridge, Isaac, Bicester, Oxford, Solicitor. Pet Feb 13. March 3 at 1. Lewis & Co, Gt Marlboro'-st.
Bromley, Chas, Palmerston-rd, Kilburn-rise, Messenger. Pet Feb 13. March 3 at 2. Clarke, St. Mary-sq, Paddington.
Brown, Sidney, Blackfriars-rd, Wholesale Perfumer. Pet Feb 15. Murray. March 1 at 11. Riches, Cheapside.
Bryett, Jeremiah Nicholes, Harriett-st, Chelsea, Tailor. Pet Feb 13. Murray. March 1 at 12. Cooke, New Broad-st.
Butler, Hy Walter Blake, Prisoner for Debt, London. Pet Feb 10. March 3 at 12. Wimburn & Co, Myddleton-st, Clerkenwell.
Chambers, Geo Coats, Clapham-rd, Lambeth, Wine Merchant. Pet Feb 11. Pepys. Feb 26 at 2. Brown, Weaver's-hall, Basinghall-st.
Collins, Godfrey Augustus, Prisoner for Debt, London. Pet Feb 11 (for pau). Pepys. Feb 26 at 12. Charlton, Waterloo-rd.
Currans, John Mason, Station-rd, Camberwell New-rd, out of business. Pet Feb 12. Pepys. March 4 at 12. Billing, Chapel-pl, Poultry.
Dibbs, Chas Solomon, Blue Anchor-rd, Bermondsey, Licensed Victualler. Pet Feb 4. March 3 at 2. Barron, Queen-st.
Durell, Danl, Prisoner for Debt, London. Pet Feb 12 (for pau). Brougham. March 3 at 1. Biddles, South-sq, Gray's-inn.
Goodrich, Montague Richd, Gosport, Hants, Licensed Victualler. Pet Feb 9. March 3 at 11. Wilkkinson & Howlett, Bedford-st, Covent-garden.
Gottung, Jean Baptiste, Kentish Town-rd, Confectioner. Pet Feb 9. Pepys. Feb 26 at 1. Crammond, George-st, Mansion-house.
Greene, Alfred Richd, Prisoner for Debt, London. Pet Feb 10 (for pau). Brougham. March 3 at 12. Watson, Basinghall-st.
Hammond, Fredk, Glover's-hall-ct, Beech-lane, Cripplegate, Tin Worker. Pet Feb 8. Pepys. Feb 26 at 1. Sydney & Son, Finsbury-circus.
Hodes, Geo, & Walter Hodes, Worthing, Sussex, Engineers. Pet Feb 6. Murray. March 1 at 12. Lindsay & Co, Basinghall-st.
Jeffery, Jas Michael, High-st, Woolwich, Tobacconist. Pet Feb 11. Murray. March 1 at 11. Smith, Denbigh-st, Pimlico.
Langrick, Richd, Blenheim-ter, St John's Wood, Butcher. Pet Feb 10. March 1 at 2. Peverley, Gresham-bldgs, Basinghall-st.
Olley, Edwin, & Ellen Olley, New North-rd, Tobacconists. Pet Feb 12. Pepys. March 4 at 12. Cooke, New Broad-st.
Preece, Hy, Prisoner for Debt, London. Pet Feb 10 (for pau). Brougham. March 3 at 12. Pope, Gt James-st, Bedford-row.
Pretty, Thos, jun, Milton, nr Sittingbourne, Kent, Master Mariner. Pet Feb 12. Murray. March 1 at 11. Rigby, Basinghall-st.
Reeve, Geo Thrower, Victoria-cottages, Upper Lewisham-rd, Newcross, Deptford, Mercantile Clerk. Pet Feb 12. March 3 at 1. Moss, Gracechurch-st.
Sadgrove, Edwin, Caledonian-rd, Islington, Plumber. Pet Feb 13. Murray. March 1 at 12. Rigby, Basinghall-st.
Slater, Geo, & Saml John Salkeld, Lamb's-passage, Chiswell-st, Finsbury, Engineers. Pet Feb 10. Pepys. Feb 26 at 11. Treherne & Co, Aldermanbury.
Smith, Thos, Amberley-road, Paddington, Omnibus Driver. Pet Feb 12. Murray. March 1 at 12. Wright, Albany-st, Regent's-pk.
Southey, Robt Wm, Westmoreland-wharf, Wharf-rd, City-rd, Wharfinger. Pet Feb 13. Roche. March 1 at 11. Holmes, Fenchurch-st.
Waller, John, Cranbourne-passage, Cranbourne-st, Leicester-sq, Licensed Victualler. Pet Feb 12. Murray. March 1 at 11. Laundy & Kent, Cecil-st, Strand.
Whisstock, Jas Thos, Bowling-green-lane, Clerkenwell, Wine Seller. Pet Feb 11. Pepys. Feb 26 at 1. Briant, Winchester-house, Old Broad-st.
Whitfield, Geo Hungerfield, Prisoner for Debt, London. Pet Feb 12 (for pau). Pepys. March 4 at 12. Biddles, South-sq, Gray's-inn.
Witten, Augustus Herbert, Prisoner for Debt, London. Pet Feb 10 (for pau). Brougham. March 3 at 1. Ball, New Broad-st.

To Surrender in the Country.

Acland, Wm, Torquay, Devon, out of business. Pet Feb 12. Pidsley. Newton Abbot, Feb 27 at 11. Taylior & Pode, Torquay.
Allison, Wm, Halifax, York, Lath Merchant. Pet Feb 11. Rankint Halifax, Feb 26 at 10. Hill, Halifax.
Astington, Jas, Stockport, Chester, Skip Maker. Pet Feb 9. Coppock. Stockport, March 5 at 12. Marsh, Stockport.
Barratt, Edwd Edgecombe, Barrow-on-Humber, Lincoln, Butcher. Pet Feb 10. Brown. Barton-on-Humber, March 3 at 11. Mason, Barton-on-Humber.
Barrow, Isaac, Sheffield, Fish Dealer Pet Feb 11. Wake. Sheffield, March 3 at 1. Sugg, Sheffield.
Bower, John, Bradford, York, Barrister-at-Law. Pet Feb 3. Leeds, March 1 at 11. Mason, York.
Bragg, Richd, Sandford, Devon, Blacksmith. Pet Feb 13. Sparkes. Crediton, March 1 at 11. Floud, Exeter.
Brindley, Lewis, Milton, Stafford, Miner. Pet Feb 13. Challinor. Hanley, March 13 at 11. Sutton, Bursiem.
Brown, Hy Thos, Bury St Edmund's, Suffolk, Baker. Pet Feb 12. Collings. Bury St Edmunds, March 3 at 11. Walpole, Beyton.
Carpenter, John Abbott, Foxlydiate, Worcester. Pet Feb 10. Browning. Redditch, March 3 at 11. Simmons, Redditch.
Chapman, Benj, Colchester, Essex, Tailor. Pet Feb 10. Barnes. Colchester, Feb 27 at 3. Goody, Colchester.
Clarke, Wm, Eastwood, Nottingham, Builder. Pet Feb 11. Tudor: Birm, March 2 at 11. Heath, Derby.
Creswell, Chas John, Birshacre, Worcester, outof business. Pet Feb 11. Hill. Birm, Feb 26 at 12. Parry, Birm.
Dalton, Wm Howard, Dudley, Worcestor, Watchmaker. Pet Feb 13. Walker. Dudley, March 2 at 12. Warmington, Dudley.
Daws, Thos, Lpool, Boot Maker. Pet Feb 10. Hime. Lpool, Feb 26 at 3. Etty, Lpool.
Deavall, Jas, Stafford, Beerhouse Keeper. Pet Feb 11. Spilsbury. Stafford, March 4 at 11. Brough, Stafford.
Dexter, Wm Cotton, Lincoln, Draper. Pet Feb 12. Uppleby. Lincoln, Feb 27 at 11. Rex, Lincoln.
Downes, Wm, Torquay, Devon, Builder. Pet Feb 12. Exeter, Feb 26 at 11. Fryer, Exeter.
Ford, Benj, & Thos Ford, Wm Ford, Jas Ford, Edwd Ford, Wednesfield-heath, Stafford, Screw Manufacturers. Pet Feb 11. Tudor. Birm, Feb 26 at 12. Thurstans & Cartwright, Wolverhampton; James & Griffin, Birm.
Ford, Thos, son, Wednesfield-heath, Stafford, Coal Dealer. Pet Feb 15. Hill. Birm, Feb 26 at 12. James & Griffin, Birm.
Gee, Saml, Winchester, Hants, Boot Maker. Pet Feb 9. Godwin. Winchester, March 9 at 11. Hollis, Winchester.
Goodere, John Hy, Newport, Monmouth, Attorney-at-Law. Pet Feb 3. Roberts. Newport, Feb 26 at 11. Hall, Newport.

Gowans, Jas, Morpeth, Northumberland, Cartwright. Pet Feb 12. Brumell. Morpeth, March 5 at 6. Wilkinson, Morpeth.
Griffin, Geo, Worcester, Cook. Pet Feb 12. Tudor. Birm, Feb 26 at 12. Tree, Worcester.
Hall, John, Sileby, Leicester, Bag-hosier. Pet Feb 12. Brock. Loughborough, March 3 at 11. Deane, Loughborough.
Hill, Wm, Cadishead, Lancaster, Surgeon. Pet Feb 11. Hulton. Salford, Feb 27 at 9.30. Moore, Warrington.
Hirst, Enoch, Bolton, Lancaster, Auctioneer. Pet Feb 11. Holden. Bolton, March 4 at 11. Freeman, Huddersfield.
Holdcroft, John, Alsager, Chester, Farmer. Pet Feb 6. Latham. Congleton, Feb 27 at 11. Tennant, Hanley.
Hood, Jas, Lpool, Tobacconist. Pet Feb 11. Hime. Lpool, Feb 26 at 3.30. Etty, Lpool.
Iles, Moses, Blaenavon, Monmouth, Toy Dealer. Pet Feb 11. Batt. Abergavenny, March 2 at 12. Graham, Newport.
Jenkin, Wm, Ponsanooth, Cornwall, Innkeeper. Pet Feb 11. Tilly. Falmouth, Feb 27 at 11. Jenkins, jun, Falmouth.
Jones, Richd, Hollingbourne, Kent, Miller. Pet Feb 4. Scudamore. Maidstone, Feb 20 at 12. Stephenson, Chatham.
Jones, Richd, Holyhead, Publican. Pet Feb 12. Dew. Llangefni, March 4 at 2. Hughes, Llanerchymedd.
Lee, Hy, York, Groom. Pet Feb 8. Perkins. York, Feb 25 at 11. McLaren, York.
Leverton, Wm Hy, Gloucester, Tailor. Pet Feb 12. Wilde. Bristol, Feb 26 at 11. Cooke, Gloucester; Press & Inskip, Bristol.
Lusby, John, jun, Gt Grimsby, Lincoln, Ship Chandler. Pet Feb 15. Leeds, March 10 at 12. Stamp & Co, Hull.
Maddock, Jas, Prisoner for Debt, Lancaster. Adj Jan 20. Lpool, Feb 26 at 11.
Mason, Frances, Nottingham, Tobacconist. Pet Feb 13. Patchitt. Nottingham, March 24 at 10.30. Belk, Nottingham.
Masterman, Thos Hy, Middleham, York, Groom. Pet Feb 15. Leeds, March 1 at 11. Clarke, Leeds.
Mood, Jas, York, Butcher. Pet Feb 13. Perkins. York, March 3 at 11. Grayston, York.
Pickersgill, Geo, Stanley-cum-Wrenthorpe, York, Gardener. Pet Feb 11. Mason. York, March 2 at 11. Harle, Leeds.
Pitt, John, Birm, out of business. Pet Feb 11. Tudor. Birm, Feb 26 at 12. Dickin, Birm.
Redstone, Alfred, Sutton Bonington, Nottingham, Schoolmaster. Pet Feb 13. Brock. Loughborough, March 3 at 11. Deane, Loughborough.
Richards, Wm, Talywain, Monmouth, Timekeeper. Pet Feb 13. Edwards. Pontypridd, March 8 at 11. Greenway & Bytheway, Pontypool.
Ross, David Buchan, Burley, York, Cattle Dealer. Pet Feb 11. Leeds, March 8 at 11. Hardwick, Leeds.
Shelley, Edwd, Brighton, Sussex, Whitesmith. Pet Feb 11. Eversched. Brighton, March 1 at 11. Holtham, Brighton.
Smith, Wm, jun, Irchester, Northampton, out of business. Pet Feb 12. Bull. Newport Pagnell, March 3 at 12. White, Northampton.
Smith, Wm, Birm, out of business. Pet Feb 10. Guest. Birm, March 12 at 10. Parry, Birm.
Spivey, Joshua, Cleckheaton, York, Flannel Manufacturer. Pet Feb 6. Leeds, March 1 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Spofford, John, Wateringbury, out of business. Pet Feb 10. Scudamore. Maidstone, Feb 27 at 12. Sharland, Gravesend.
Spring, Hy Alfred, Gloucester, Saddler. Pet Feb 10. Wilton. Gloucester, Feb 27 at 12. Taynton, Gloucester.
Stone, Chas, Mereworth, Kent, Wood Dealer. Pet Feb 13. Scudamore. Maidstone, Feb 27 at 11. Palmer, Tonbridge.
Thomas, Wm, Llanberis, Carnarvon, Carpenter. Pet Feb 10. Williams. Carnarvon Feb 27 at 11. Webb, Llanberis.
Turner, Winspear, Kingston-upon-Hull, Basket Maker. Pet Feb 13. Leeds, March 10 at 12. Reed, Hull.
Webb, John Augustus, Stroud, Gloucester, Coal Merchant. Pet Feb 10. Anderson. Stroud. March 3 at 10. Witchell, Stroud.
Williams, Thos, Pencoed, Glamorgan, Carpenter. Pet Feb 13. Lewis, Cowbridge, Feb 27 at 12. Stockwood, Bridgend.
Wyatt, Saml, Glossop, Derby, Power Loom Weaver. Pet Feb 11. Hibbert. Glossop, Feb 25 at 3. Brooks & Co, Ashton-under-Lyne.
Yeoman, Christopher, Everton, nr Lpool, out of business. Pet Feb 13. Lpool, March 2 at 11. Blackhurst, Lpool.

BANKRUPTCIES ANNULLED.

Russell, Saml, Mincing-lane, Lighterman. Feb 10.
Turner, Edwd John, Victoria-ter, New-cross, Accountant. Feb 11.

FRIDAY, Feb 12, 1869.

TUESDAY, Feb 16, 1869.

Cox, Ambrose Fras Cooke, Axminster, Devon, Gent. Feb 9.